1	IN THE SUPREME COURT C	OF THE STATE OF NEVADA
2	TAHICAN, LLC,) Appeal No.:
3	Petitioner,)) Nature of Proceeding: Writ of
4	VS.) Nature of Proceeding: Writ of Electronically Fileds Mar 09 2022 03:34 p.m.
5	THE EIGHTH JUDICIAL DISTRICT	 Elizabeth A. Brown Court below Clerk of Supreme Court Eighth Judicial District Court
6	COURT of the State of Nevada in and) Eighth Judicial District Court) Case No.: A-16-734832-C
7 8	for the County of Clark, and THE HONORABLE KATHLEEN E. DELANEY) Case No.: A-10-754852-C)
9)
10	Respondents. and)
11	MAX JOLY, PATRICIA JOLY, JEAN)
12	FRANCOIS RIGOLLET, LE MACARON LLC, and BYDOO, LLC,)
13		
14	Real Parties in Interest	
15	APPELLANT' (Vol. I	
16	(AA00001-A	
17 18	R. Christopher Reade, Esq.	
19	Nevada Bar No. 006791 P. Rowland Graff, Esq.	
20	Nevada Bar No. 015050	
21	CORY READE DOWS & SHAFER 1333 North Buffalo Drive, Suite 210	
22	Las Vegas, Nevada 89128 Telephone: (702) 794-4411	
23	creade@crdslaw.com	
24	Attorneys for Appellants Tahican, LLC	
25		
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	APPENDIX – ALPHABETICAL INDEX				
NT-	Dete	Description	Т 7-1-4	DeseNee	
No.	Date	Description	Vol.#	Page Nos	
2	04/11/2016	Complaint	Ι	AA000005- AA000017	
12	10/30/2018	Court Minutes	I	AA000240- AA000241	
15	01/24/2022	Defendant Tahican, LLC's First Supplement to Motion to Expunge Lis Pendens Pursuant to NRS 14.015	II	AA000345- AA000351	
10	01/21/2022			AA000023-	
4	10/07/2016	First Amended Complaint	Ι	AA000023	
1	09/29/2015	LLC Membership Purchase Agreement	Ι	AA00001– AA00004	
10	9/11/2018	Motion for Leave to Amend the First Amended Complaint to Add Defendants Tahican, LLC and to Add Punitive Damages	Ι	AA000189- AA000235	
6	08/10/2018	Motion to Expunge Notice of Lis Pendens	Ι	AA000049- AA000064	
5	04/04/2017	Notice of Pendency of Action and Lis Pendens	Ι	AA000045- AA000048	
16	02/03/2022	Opposition to Second Motion to Expunge Lis Pendens	II	AA000352- AA000370	
		Order Granting in Part and Denying in Part Tahican, LLC's Motion to Expunge Lis Pendens Pursuant to		AA000437-	
19	03/07/2022	NRS 14.015	II	AA000449	
13	11/27/2018	Order Regarding Lis Pendens	I	AA000242- AA000246	
_		Plaintiffs Opposition to Defendant Rigollet's Motion to Expunge Lis		AA000095-	
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7	08/13/2018	Second Amended Complaint	Ι	AA000065- AA000094
11	10/17/2018	Stipulation and Order Regarding Motion for Leave to Amend Complaint	Ι	AA000236– AA000239
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17 No.		Pursuant to NRS 14.015		
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No. 1 2	A Date 09/29/2015 04/11/2016	Pursuant to NRS 14.015 PPENDIX – CHRONOLOGICAL IN Description LLC Membership Purchase Agreement Complaint	DEX Vol.# I I	 Page Nos AA00001- AA00004 AA000005 AA000017 AA000018

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7	08/13/2018	Second Amended Complaint	Ι	AA0000
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		Rigollet's Motion to Expunge Lis		AA0000
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		Reply to Opposition to Motion to		AA0001
9	9/2/2018	Expunge Notice of Lis Pendens	Ι	AA0001
		Motion for Leave to Amend the First		
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10	9/11/2018	Damages	Ι	AA0002
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1	 ר	No.	Date	Description	Vol.#	Page Nos
2		10.	Date		v 01. <i>m</i>	
3		18	02/15/2022	Recorder's Transcript of Hearing — February 15, 2022	II	AA000402– AA000436
4		10	02/10/2022	Order Granting in Part and Denying in		
5				Part Tahican, LLC's Motion to Expunge Lis Pendens Pursuant to NRS		AA000437–
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1	CERTIFICATE OF SERVICE					
2	Pursuant to NRAP 25, I hereby certify that on the 9th day of March, 2022, a					
3 4	copy of the foregoing Petition for Writ of Mandamus was deposited in the US Mail					
5	by first class mail, postage fully prepaid,	to the following:				
6 7 8 9	Honorable Kathleen E. Delaney EIGHTH JUDICIAL DISTRICT COURT Department 25 Regional Justice Center 200 Lewis Avenue Las Vegas, Nevada 89155	Jean Francois Rigollet 2003 Smoketree Village Henderson, Nevada 89012 Defendant Pro Se and Real Party at Interest				
10 11 12 13	Jared B, Jennings, Esq. Adam R. Fulton, Esq. Logan G. Wilson, Esq. JENNINGS & FULTON	R. Christopher Reade, Esq. Nevada Bar No. 006791 CORY READE DOWS & SHAFER 1333 North Buffalo Drive, Suite 210 Las Vagas, Navada 80128				
13 14 15 16	2580 Sorrel Street Las Vegas, Nevada 89146 Attorneys for Plaintiff and Real Party in Interest Max Joly	Las Vegas, Nevada 89128 Attorneys for Defendants and Real Parties in Interest Le Macaron LLC and Bydoo LLC				
17						
18		abeth Arthur				
19	An Employee of CORY READE DOWS & SHAFER					
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EXHIBIT "1"

EXHIBIT "1"

LLC Membership Purchase Agreement

This Purchase Agreement is entered into on September 29th 2015, between Max JOLY, a married man (the "Seller"), and BYDOO LLC, a Nevada LLC (the "Buyer").

RECITALS

A. Seller is a member in LE MACARON LLC, a Nevada limited liability company (the "Company");

B. The business and affairs of the Company are governed by an Operating Agreement dated July 9th 2014 made between the members of the Company (the "Operating Agreement");

C. Seller owns a 50% membership interest in the Company (the "Membership Interest");

D. Seller desires to sell and Buyer desires to purchase the Membership Interest in accordance with the terms of this Agreement. In consideration of the mutual promises, representations, warranties, and covenants contained in this Agreement, the Parties agree as follows:

1. Purchase and Sale of Membership Interest. Subject to the terms and conditions of this Agreement, Buyer agrees to purchase from Seller, and Seller agrees to sell to Buyer, Seller's Membership Interest in the Company. In consideration thereof, Buyer agrees to pay to Seller \$360,000.00 (three hundred and sixty thousand dollars) as the shares price and balance of his owner account (balance of \$437,980 as of September 29th 2015). Payment is schedule as follow: \$100,000.00 (one hundred thousand dollars) to be wire to seller no later than October 31st 2015, \$50,000.00 (fifty thousand dollars) be be wire to seller no later than November 15th 2015, \$70,000.00 (seventy thousand dollars) to be wire to seller no later than February 28th 2016 and the balance of \$140,000.00 (one hundred and forty thousand dollars) no later than June 30th 2016. This depreciation is due and agrees by all parties because of the high deficit of the expresent the News of the TereseClub. company at the time of transaction.

The closing of the transactions contemplated by this Agreement (the "Closing") shall take place at the offices of LE MACARON LLC, at 2003 Smoketree Village Cr. Henderson, Nevada on September 29th 2015.

Representations and Warranties of Seller. Seller represents and warrants to Buyer as of the date of this Agreement and as of the Closing that:

the Closing that:
 Seller has full power and authority to execute and deliver this Agreement and to perform Seller's obligations under it, and that this Agreement constitutes the valid and legally binding obligation of Seller, enforceable in accordance with its terms and consideration.
 Neither the execution and delivery of this Agreement nor the consummation of the transactions contemplated by it will constitute a default under or require any notice under any agreement other than the Operating Agreement to which Seller is a party or

Constructe a detail under on require any notice under the greating of the provided of the provide

Representation and Warranties of Buyer. Buyer represents and warrants to Seller as of the date of this Agreement and as of the Closing that:

the closing that: Buyer has full power and authority to execute and deliver this Agreement and to perform Buyer's obligations under it, and that this Agreement constitutes the valid and legally binding obligation of Buyer, enforceable in accordance with its terms and consideration. Neither the execution and delivery of this Agreement nor the consummation of the transactions contemplated by this Agreement will constitute a default under or require any notice under any agreement to which Buyer is a party or by which Buyer is bound.

5. Investment Intent of Buyer. Buyer acknowledges that the Membership Interest has not been, and will not be, registered under the Federal Securities Act of 1933, or under any state securities laws, and is being sold in reliance upon federal and state exemptions for transactions not involving any public offering. Further, Buyer is acquiring the Membership Interest solely for Buyer's own account for investment purposes only, and not with a view to further sale or distribution. Buyer is a sophisticated Investor with knowledge and experience in business and financial matters and has received the information concerning the Company and the Membership Interest as Buyer requires or desires in order to evaluate the ments and risks Inherent in owning the Membership Interest. Buyer is able to bear the economic risk and lack of licuidity inherent in owning the Membership Interest. economic risk and lack of liquidity inherent in owing the Membership Interest.

6. Closing Covenants and Conditions. Each of the Parties will use their reasonable best efforts to take all actions and to do all things necessary to consummate and make effective the transactions contemplated by this Agreement. In furtherance thereof, Seller will use Seller's reasonable best efforts to obtain the consents of the other members of the Company to the sale of the Membership Interest contemplated by this Agreement in the time and manner required by the Operating Agreement and applicable law. Seller will use Seller's reasonable best efforts to cause the Company to permit Buyer to have full access at all reasonable times, and in a manner so as not to interfere with the normal business operations to the Company, to all premises, properties, personnel, books, records, and contracts of and pertaining to the Company. Buyer will treat and hold such information in strict confidence and will not use any of this information except in connection with this Agreement, and, if this Agreement is terminated for whatever reason, Buyer will return to the Company and and and and all copies. Company all such information and any and all copies.

The obligation of Buyer to consummate the transactions contemplated by this Agreement is subject to satisfaction of the following condition:

following conditions: The representations and warranties made by Seller in this Agreement are correct in all material respects at the Closing; Seller has performed and complied with all of Seller's covenants made in this Agreement in all material respects at the Closing; There shall not be any injunction, judgment, order, decree, ruling, charge, or matter in effect that prevents or may prevent consummation of any of the transactions contemplated by this Agreement; and "As-Is" Sale. Except for the warranties given by Seller in Paragraph 3 of this Agreement, Seller has not made and is not giving Buyer any representation or warranty of any kind whatsoever with respect to the Membership Interest, the Company, or any of the business and properties of the Company, and Buyer assumes any and all of the risks associated therewine. all of the risks associated therewith.

8. Limited Indemnity by Selier. Selier shall indemnify, hold harmless, and defend Buyer from and against any and all liability arising at any time Selier owned the Membership Interest, for Selier's default in Selier's promise to make a contribution to the Company, or if Selier has accepted or received a distribution with knowledge of facts indicating that it was in violation of the Operating Agreement or applicable law

Terms of Operating Agreement. From and after Closing and at all times that Buyer is a member of the Company, Buyer shall be bound by all of the terms and conditions of the Operating Agreement.

10. Covenant Not to Compete; Promise of Confidentiality. Until December 31st 2019, Seller shall not, directly or indirectly, compete with the Company in any respect, engage in any business or enterprise offering any products or services identical to, similar to, or competitive with any products or services that have been, or may hereafter be offered by the Company; or contact, solicit, or attempt to contact or solicit for any purpose, any past, present, or future customer, employee, or supplier of the Company. Further, at all times Seller shall not use or disclose any intellectual property, trade secrets or information, knowledge, or data relating in any way to the past, present, or future business affairs, conditions, customers, efforts, employees, operations, practices, products, processes, properties, sales, or services of or relating in any way to the Company in whatever form. Seller expressly agrees and acknowledges that a loss arising from a breach of any provision under this Paragraph may not be reasonably and equitably compensated by money damages. Therefore, Seller agrees that in the case of any such breach. Company shall be entitled to injunctive and all other equitable relief to prevent Seller form engaging in any prohibited activity, which relief shall be cumulative in addition to any and all other additional remedies that Company may not in equity. If any court of competent jurisdiction shall determine that any part or all of any provision of the active scape er invalid due to the scope of the activities restrained or the geographical extent of the restraints, or otherwise, the partie expressly intend, agree, and stipulate that under such circumstances, the provisions of this Paragraph is unenforceable or invalid due to the scope of the activities restrained or the geographical extent of the restraints, or otherwise, the partie expressly intend, agree, and stipulate that under such circumstances, the provisions of this Paragraph is unenforceable or invalid due to the scope of the activities re

Paragraph, This article is limited to the State of Nevada.

- 11 Non-assign ability. This Agreement shall not be assignable by any Party without the prior written consent of the other Party.
- 12. Applicable Lew, This Agreement shall be governed by and construed in accordance with the Rays of the State of HEVADA.

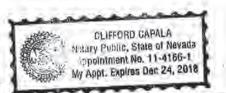
13. Entire Agreement. This Agreement, including any attached exhibits, embodies the entire agreement and understanding of the Parties with respect to its subject matter and supersedes all prior discussions, agreements, and undertakings between the Parties. The parties have executed this Agreement on the date listed on the first page.

Nax JOLY BYDOO LLC Jean-François, Hanss

STATE OF NEVADA)) 55. COUNTY OF CLARK)

On day of Stort 29 , 2015 personally appeared before me, a Notary Public, personally known or proven to me to be the person(s) whose name(s) is/are subscribed to the above instrument who acknowledged that he/she/they executed this instrument for the purposes therein

contained. Notag мън



STATE OF NEVADA)) ss. COUNTY OF CLARK)

On day of SEPP L^4 , 2015 personally appeared before me, a Notary Public, personally known or proven to me to be the person(s) whose name(s) is/are subscribed to the above instrument who acknowledged that he/she/they executed this instrument for the purposes therein

contained. CLIFFORD CAPALA Notary Public, State of Nevada Appointment No. 11-4168-1 lotary Publ My Appt. Expires Dec 24, 2018

ASSIGNMENT OF MEMBERSHIP INTERESTS

For good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, Max JOLY, a married man (hereinafter referred to as "Assignor"), hereby assigns, setsover and transfers to BYDOO LLC, a NEVADA limited liability company (hereinafter referred to as "Assignee"), effective as of the date hereof, all of Assignor's membership interests in LE MACARON LLC and its series, a NEVADA limited liability company (the "LLC"), being a fifty percent (50%) membership interest, leaving Assignor without an interest in said LLC, and Assignee hereby accepts such assignment, as provided under the LLC Membership Purchase Agreement dated September 29th 2015 between Assignor and Assignee (the "Agreement").

TO HAVE AND TO HOLD the same unto the Assignee, its respective successors and assigns forever; and Assignor does for itself, and its successors and assigns, covenant and agree with Assignee to specifically warrant and defend title to the said membership interests assigned hereby unto the Assignee, its successor and assigns, against any and all claims thereto by whomsoever made by or through the Assignor; and Assignor does, for itself, and its successors and assigns, warrant and represent to the Assignee that the title conveyed is good, its transfer is rightful; that no consent or approval by any other person or entity is required for the valid assignment by the Assignor to the Assignee of the membership interests referenced herein; and that the membership interests are, have been, and shall be delivered free and clear from any security interest or other lien or encumbrance; and Assignor does, for itself, and its successors and assigns, warrant and represent to the Assignee thatthere are no attachments, executions or other writs of process issued against the membership interests conveyed hereunder; that it has not filed any petition in bankruptcy nor has any petition in bankruptcy been filed against it; and that it has not been adjudicated a bankrupt; and Assignor does, for itself, and its successors, and assigns, warrant that it will execute any such further assurances of the foregoing warranties and representations as may be requisite.

Max JOLY BYDOO LLC Jean-Francois, Manage

STATE OF NEVADA)) ss. COUNTY OF CLARK)

On day of SGM. 29, 2015 personally appeared before me, a Notary Public, personally known or proven to me to be the person(s) whose name(s) is/are subscribed to the above instrument who acknowledged that he/she/they executed this instrument for the purposes therein contained.

CLIFFORD CAPALA Votary Public, State of Nevada Appointment No. 11-4166-1 My Appt. Expires Dec 24, 2018

STATE OF NEVADA)

COUNTY OF CLARK)

On day of SEPT . 29, 2015 personally appeared before me, a Notary Public, personally known or proven to me to be the person(s) whose name(s) is/are subscribed to the above instrument who acknowledged that he/she/they executed this instrument for the purposes therein contained.

CLIFFORD CAPALA Notary Public Notary Public, State of Nevada Appointment No. 11-4166-1 My Appt. Expires Dec 24, 2018

EXHIBIT "2"

EXHIBIT "2"

1 2 4 5 6 7 8	COMP JARED B. JENNINGS, ESQ. Nevada Bar No. 7762 jjennings@jfnvlaw.com ADAM R. FULTON, ESQ. Nevada Bar No. 11752 afulton@jfnvlaw.com JENNINGS & FULTON, LTD. 6465 West Sahara Avenue, Suite 103 Las Vegas, NV 89146 Telephone: (702) 979-3565 Facsimile: (702) 362-2060 Attorneys for Plaintiff Max Joly	Electronically Filed 04/11/2016 02:32:51 PM CLERK OF THE COURT			
9	DISTRICT COURT CLA	ARK COUNTY, NEVADA			
10 11					
12	MAX JOLY, an individual;	A-16-734832-C Case No.:			
13	Plaintiff,) Dept. No.:			
14	VS.)			
15 16 17 18 19 20	JEAN FRANCOIS RIGOLLET, an individual; LE MACARON LLC, a Nevada Limited Liability Company; BYDOO LLC, a Nevada Limited Liability Company; DOES 1-10; and ROE CORPORATIONS 1-10, Defendants.))))))) EXEMPT FROM ARBITRATION:))) AMOUNT IN CONTROVERSY)))))))))))))			
21		, 			
22		intiff") by and through his attorneys of record,			
23		ereby files this Complaint against Defendants			
24	JEAN FRANCOIS RIGOLLET, LE MACARON LCC, BYDOO LLC, DOES 1-10, and ROE				
25	CORPORATIONS 1-10 and allege as follows:				
26	PARTIES, JURISDICTION, AND VENUE				
27 28	1. Plaintiff is an individual whose p	principle residence is in Lausanne, Switzerland.			
		1			

2. Defendant JEAN FRANCOIS RIGOLLET, is an individual whose principle residence is in Clark County, Nevada.

I.

 Defendant LE MACARON, LLC, is a limited liability corporation formed under the laws of the United States and the State of Nevada, and conducts business in Clark County, Nevada.

4. Defendant BYDOO, LLC, is a limited liability corporation formed under the laws of the United States and the State of Nevada, and conducts business in Clark County, Nevada.

5. Plaintiffs do not know the true names of the individuals, corporations, partnerships and entities sued and identified in fictitious names as DOES 1-10 and ROE CORPORATIONS 1-10. Plaintiffs allege that such Defendants assisted or participated in activities that resulted in damages suffered by Plaintiffs as more fully discussed under the claims for relief set forth below. Plaintiffs will request leave of this Honorable Court to amend this Complaint to show the true names and capacities of each such fictitious Defendant when Plaintiffs discover such information.

6. This Court has personal jurisdiction over all parties, as all parties involved are residents of Clark County, Nevada, own property in Clark County, Nevada, or conduct business in Clark County, Nevada. The Court has subject matter jurisdiction as Plaintiffs are seeking declaratory relief and breach of contract seeking damages in excess of \$50,000.00.

 Venue is proper because all events giving rise to Plaintiffs' claims occurred in Clark County, Nevada.

GENERAL ALLEGATIONS

Plaintiff And Defendants Enter Into A Franchise Partnership

8. Plaintiff incorporates the allegations in the preceding paragraphs as though fully set forth herein.

9. At all times relevant to causes of action stated herein, occurred in Clark County, Nevada.

10. On or about July 9, 2014, Plaintiff and Defendant BYDOO, LLC executed an operating agreement to establish and operate Defendant LE MACARON, LLC.

11. The operating agreement created a franchise partnership between Plaintiff and Defendant BYDOO, LLC.

12. Plaintiff and Defendant BYDOO, LLC each contributed \$450,000 in capital, creating a 50 percent ownership interest for each party in Defendant LE MACARON, LLC.

II. Defendants Execute A Purchase Agreement In Favor Of The Plaintiff

13. On or about September 29, 2015, Defendants, in exchange for Plaintiff's ownership interest, executed a LLC Membership Purchase Agreement ("Agreement"), attached hereto as Exhibit "1," wherein the Defendants agreed to pay the Plaintiff the principal sum of Three Hundred and Sixty Thousand Dollars (\$360,000.00) in installment agreements over a period of 9 months.

13 14. The Agreement requires payments to be made from the Defendants to the
Plaintiff according to the payment schedule, which follows: One Hundred Thousand Dollars
(\$100,000.00) to be paid no later than October 31st, 2015; Fifty Thousand Dollars
(\$50,000.00) to be paid no later than November 15th, 2015; Seventy Thousand Dollars
(\$70,000.00) to be paid no later than February 28th, 2016; and the remaining balance of One
Hundred and Forty Thousand Dollars (\$140,000.00) to be paid no later than June 30th, 2016.

¹⁹ 15. Pursuant to the Agreement, Plaintiff assigned the ownership interest to the
 ²⁰ Defendants on September 29, 2015.

16. Defendants never made one payment according to the payment schedule.

17. Defendants never intended to make a payment according to the Agreement, nor did Defendants intend fulfill his end of the Agreement.

18. Defendants intended to defraud Plaintiff of his ownership interest.

19. Plaintiff has tried to contact the Defendants numerous times but Defendants have not responded to Plaintiff.

20. Defendants are in breach of the Agreement because the Defendants have not made one payment according to the payment schedule in the Agreement, and have not paid the entire purchase price of \$360,000.

21. Plaintiff seeks resolution of his claims once and for all by a court of competent jurisdiction.

22. Plaintiff has sustained damages in excess of \$10,000.00 as a result of Defendants failure to abide by the terms of the Agreement.

23. Plaintiff has been forced to hire an attorney to prosecute this action and therefore seeks recovery of his attorneys' fees and court costs.

FIRST CLAIM FOR RELIEF

Breach of Contract

Plaintiff incorporates the allegations in the preceding paragraphs as though fully
 set forth herein.

Plaintiff and Defendant entered into a valid and existing contract (the
 Agreement) wherein the Defendant agreed to pay the Plaintiff as set forth herein.

26. Defendants breached the contract by failing to pay any of the scheduled payments owed to the Plaintiff.

27. Plaintiff has performed all conditions, covenants, and promises required by Plaintiff pursuant to the aforementioned Agreement by transferring his ownership interest to the Defendants.

28. As a direct and proximate consequence of the foregoing, Plaintiff has suffered damages in excess of \$10,000.00.

29. Plaintiff has been forced to hire an attorney to prosecute this action and therefore seeks recovery of his attorneys' fees and court costs pursuant to the law.

SECOND CLAIM FOR RELIEF

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Declaratory Relief

30. Plaintiff incorporates the allegations in the preceding paragraphs as though fully set forth herein.

31. A dispute has arisen and actual controversy now exists between Plaintiffs and Defendant, including DOES 1-10 and ROE CORPORATIONS 1-10, and each of them, as to their rights and liabilities with respect to the Agreement, including the rights Plaintiff is claiming pursuant to the Agreement. Plaintiff claims a right to Defendants' personal property. Defendants dispute Plaintiff's claim. Therefore, an actual controversy exists relative to the legal duties and rights of the respective parties, which Plaintiff requests the Court to resolve.

32. All of the rights and obligations of the parties arouse out of one series of events or happenings, all of which can be settled and determined in a judgment in this one action. Plaintiff alleges that an actual controversy exists between the parties under the circumstances alleged. A declaration of rights, responsibilities and obligations of the parties is essential to determine their respective obligations in connection with the Agreement. Plaintiff has not a true and speedy remedy at law of any kind.

33. Plaintiff has been forced to hire an attorney to prosecute this action and therefore seeks recovery of his attorneys' fees and court costs pursuant to the law.

THIRD CLAIM FOR RELIEF

Contractual Breach of the Covenant of Good Faith and Fair Dealings

34. Plaintiff incorporates the allegations in the preceding paragraphs as though fully
set forth herein.

25 35. Plaintiff and Defendants entered into a valid contract whereby Defendants
 26 promised to pay the Plaintiff pursuant to the terms of the Agreement.

36. Every contract possesses an implied and expressed covenant that the parties to the Agreement would act in good faith and deal fairly with the parties to the Agreement.

37. Plaintiff performed all conditions pursuant to the Agreement and transferred Plaintiff's ownership interest to Defendants monies at the time of contract formation and all other conditions, covenants, and promises pursuant to the aforementioned Agreement with the Defendants.

38. Defendants breached the duty owed the Plaintiff when the Defendants in violation of the covenants and conditions stated in the Agreement, failed to perform pursuant to the Agreement by not paying the Plaintiff when their performance became due and owing.

39. As a direct result of the Defendant's breach of the written agreement, the Plaintiff has suffered damages as a direct and proximate consequence in an amount in excess of \$10,000.00.

40. Plaintiff has been forced to hire an attorney to prosecute this action and
 therefore seeks recovery of his attorneys' fees and court costs pursuant to the law.

FOURTH CLAIM FOR RELIEF

Unjust Enrichment

41. Plaintiff incorporates the allegations in the preceding paragraphs as though fully set forth herein.

42. Plaintiff alleges that the Defendant has been unjustly enriched, because Defendants enjoy a 100% ownership interest in Defendant LE MACARON, LLC without paying for 50% of that interest. Plaintiff's ownership interests were transferred to the Defendants and the Defendants intentional or negligent breach of the Agreement has caused financial harm to the Plaintiff.

43. As a direct result of the Defendants' breach of the written contract resulting in
 the Defendants being unjustly enriched, the Plaintiff has suffered damages as a direct and
 proximate consequence in an amount in excess of \$10,000.00.

44. Plaintiff has been forced to hire an attorney to prosecute this action and therefore seeks recovery of his attorneys' fees and court costs pursuant to the law.

FIFTH CLAIM FOR RELIEF

Fraud in the Inducement

45. Plaintiff incorporates the allegations in the preceding paragraphs as though fully set forth herein.

46. Prior to the transfer of Plaintiff's ownership interest, Defendants fraudulently misrepresented to Plaintiff that Defendants intended to pay according to the payment schedule outlined in the Agreement.

47. Plaintiff would not have transferred over his 50% ownership interest without adequate consideration, and therefore Plaintiff justifiably relied on Defendant's misrepresentation when drafting the Agreement.

48. As a direct and proximate result of Defendant's acts and omissions, Plaintiff has
 suffered and will continue to suffer direct, incidental, and consequential damages in an
 amount to be proven at trial, but in any event in excess of \$10,000.00, plus prejudgment
 interest.

49. Defendants acted willfully and maliciously, and with oppression, fraud, or malice, and as a result of Defendant's wrongful conduct, Plaintiff is entitled to an award of exemplary or punitive damages in an amount greater than \$10,000.00.

50. Plaintiff has been forced to hire an attorney to prosecute this action and therefore seek recovery of his attorney's fees and costs pursuant to the law.

SIXTH CLAIM FOR RELIEF

Fraud

51. Plaintiff incorporates the allegations in the preceding paragraphs as though fully set forth herein.

52. In September 2015, Defendants fraudulently misrepresented to Plaintiff that Defendants would pay for Plaintiff's 50% ownership interest in Defendant LE MACARON, LLC.

53. Plaintiff transferred his 50% ownership interest to Defendants based on this fraudulent misrepresentation.

54. Once Defendants took this 50% ownership interest, Defendants refused to make payments according to the payment schedule outlined in the Agreement, and also refused to contact the Plaintiff or respond to any of Plaintiff's communications.

55. Defendants never intended to make one payment according to the payment schedule as indicated in the Agreement.

56. As a direct and proximate result of Defendant's acts and omissions, Plaintiff has suffered and will continue to suffer direct, incidental, and consequential damages in an amount to be proven at trial, but in any event in excess of \$10,000.00, plus prejudgment interest.

57. Defendants acted willfully and maliciously, and with oppression, fraud, or malice, and as a result of Defendant's wrongful conduct, Plaintiff is entitled to an award of exemplary or punitive damages in an amount greater than \$10,000.00.

58. Plaintiff has been forced to hire an attorney to prosecute this action and therefore seek recovery of his attorney's fees and costs pursuant to the law.

SEVENTH CLAIM FOR RELIEF

Piercing the Corporate Veil

59. Plaintiff incorporates the allegations in the preceding paragraphs as though fully set forth therein.

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61. There is such unity of interest and ownership between Defendants LE MACARON, LLC and BYDOO, LCC and Defendant JEAN FRANCOIS RIGOLLET that they are inseparable from each other.

62. Defendant JEAN FRANCOIS RIGOLLET set-up these entitles with the intent to shield himself from personal liability from his own personal business ventures as an individual with the intent to further his fraud upon the Plaintiff.

63. Defendant JEAN FRANCOIS RIGOLLET misuses the protections of a limited liability company by self-dealings such as, comingling funds, funneling money to himself

through these entities for his own personal gain as if these entities were merely hollow shells with no real assets or investors.

64. All of the profits derived through Defendants LE MACARON, LCC and BYDOO, LLC flow directly to Defendant RIGOLLET; therefore Defendants LE MACARON, LCC and BYDOO, LLC are just the alter egos to the Defendant RIGOLLET.

65. Adherence to the corporate fiction of a separate entity would promote a manifest injustice or fraud against Plaintiff because Plaintiff never received any consideration in exchange for his ownership interest.

66. As a natural and proximate result of the Defendant using the above stated Defendant entities as direct result of the Defendant's breach of the written agreement, the Plaintiff has suffered damages as a direct and proximate consequence in an amount in excess of \$10,000.00.

67. Plaintiff has been forced to hire an attorney to prosecute this action and therefore seeks recovery of his attorneys' fees and court costs pursuant to the law. WHEREFORE, Plaintiff prays as follows:

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1. For a declaration of rights and obligations as between Plaintiff and Defendants;

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 2. For judgment against Defendants for damages in an amount in excess of
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 \$10,000.00, together with interest thereon until entry of judgment;

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4. Consequential and incidental damages according to proof at trial; and
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5. For such other and further relief as the Court may deem just and proper. Dated: This _____ day of _April_2016. By:_/s/ Adam R. Fulton_ JARED B. JENNINGS, ESQ. Nevada Bar No. 7762 jjennings@jfnvlaw.com ADAM R. FULTON, ESQ. ADAM R. FOLION, ESQ. Nevada Bar No. 11572 afulton@jfnvlaw.com 6465 West Sahara Avenue, Suite 103 Las Vegas, NV 89146 Telephone (702) 979-3565 Facsimile (702) 362-2060 Attorneys for Plaintiff Max Joly

submitted for parties appearing in the above e New Complaint Fee	1 st Appearance Fee
Pursuant to NRS Chapter 19, as amen	
INITIAL APPEARANCE FEE DISC	
Defendant(s).	
DOES 1-10; and ROE CORPORATIONS 1-10,	
Limited Liability Company; BYDOO LLC, a Nevada Limited Liability Company;	
JEAN FRANCOIS RIGOLLET, an individual; LE MACARON LLC, a Nevada	
-vs-	
Plaintiff(s),	DEPT. NO.
	CASE NO.
MAX JOLY, an individual;	A-16-734832-C
CLARK COUN	TY, NEVADA
DISTRICT	COURT
Facsimile (702) 362-2060 Attorneys for Plaintiff: Max Joly	
Telephone (702) 979-3565	
6465 West Sahara Avenue, Suite 103 Las Vegas, NV 89146	
ADAM R. FULTON, ESQ., Nevada Bar No. 1 afulton@jfnvlaw.com	1752
JARED B. JENNINGS, ESQ., Nevada Bar No jjennings@jfnvlaw.com	o. 7762
IAFD JENNINGS & FULTON, LTD.	

AA000016

Name: MAX JOLY, an individual		
		\$30
		\$30
		\$30
		\$30
Total of Continuation Sheet Attached		\$
TOTAL REMITTED: (Required)	Total Paid	\$ <u>270.00</u>
DATED this 12th day of APRIL, 2016.		
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all de		
JENNINGS & FULTON, LTD.	7700	
JARED B. JENNINGS, ESQ., Nevada Bar No. jjennings@jfnvlaw.com		
ADAM R. FULTON, ESQ., Nevada Bar No. 11 afulton@jfnvlaw.com	752	
6465 West Sahara Avenue, Suite 103		
Las Vegas, NV 89146 Telephone (702) 979-3565		
Facsimile (702) 362-2060 Attorneys for Plaintiff: MAX JOLY		

EXHIBIT "3"

EXHIBIT "3"

APN: 178-20-311-033

Affix R.P.T.T: \$765.00

WHEN RECORDED MAIL AND MAIL TAX STATEMENT TO: TAHICAN LLC 2003 Smoketree Village Cr HENDERSON, NV, 89012 Inst #: 20160512-0000347 Fees: \$19.00 N/C Fee: \$0.00 RPTT: \$790.50 Ex: # 05/12/2016 08:03:15 AM Receipt #: 2761733 Requestor: JAKUBCZACK GROUP LLC Recorded By: MAYSM Pgs: 4 DEBBIE CONWAY CLARK COUNTY RECORDER

QUIT CLAIM DEED

By this instrument dated 05/04/2016 for a valuable consideration,

BYDOO LLC , 2003 SMOKETREE VILLAGE CR, HENDERSON, NEVADA, 89012

do(es) hereby REMISE, RELEASE, and FOREVER QUITCLAIM to:

TAHICAN LLC, 2003 Smoketree Village Cr HENDERSON, NV, 89012

the following described real property in the State of Nevada, County of Clark:

SEE EXHIBIT "A" ATTACHED

Commonly known as: 2003 Smoketree Viilage Cr HENDERSON, NV, 89012

Exhibit A

LEGAL DESCRIPTION

Lot Ten (10) in block four (4) of parcel 31 (a portion of Green Valley Ranch – phase 2), as shown by map thereof on file in block 63 of plats, page 11, and by certificate of amendment recorded October 11, 1995 in book 951011 as document No 01517, in the Office of the County Recorder of Clark County, Nevada.

documer Jounty, Nevada. STATE OF NEVADA)) ss. COUNTY OF CLARK)

On 44 day of MAY ,2016 bersonally appeared before me, a Notary Public, <u>JEAN FRANCOIS RIGOLLET</u> personally known or proven to me to be the person(s) whose name(s) is/are subscribed to the above instrument who acknowledged that he/she/they executed this instrument for the purposes therein contained. DANA PIZZI Notary Public NOTARY PUBLIC STATE OF NEVADA My Commission Expires: 12-23-2017 Certificate No: 14-13760-1 RIGHLET JEAN-FRANCOIS NANAGER BYDOOLLC RIGHLET Co.o.t.

STATE OF NEVADA DECLARATION OF VALUE

 Assessor Parcel Number(s) a. 178-20-311-033 	
b	
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d	
2. Type of Property:	
a. Vacant Land b. 🖌 Single Fam. Res.	FOR RECORDERS OPTIONAL USE ONLY
c. Condo/Twnhse d. 2-4 Plex	BookPage:
e. Apt. Bldg f. Comm'l/Ind'i	Date of Recording:
g. Agricultural h. Mobile Home	Notes:
Other	
3.a. Total Value/Sales Price of Property	§ 155.000
b. Deed in Lieu of Foreclosure Only (value of proper	Ŋ())
c. Transfer Tax Value:	§ 155.000
d. Real Property Transfer Tax Due	\$ 790.50
4. If Exemption Claimed:	
a. Transfer Tax Exemption per NRS 375.090, Sec	tion
b. Explain Reason for Exemption:	
5. Partial Interest: Percentage being transferred: 100	%
The undersigned declares and acknowledges, under per	halty of perjury, pursuant to NRS 375.060
and NRS 375.110, that the information provided is cor	
and can be supported by documentation if called upon	
Furthermore, the parties agree that disallowance of any	
additional tax due, may result in a penalty of 10% of th	
to NRS 375.030, the Juyer and Seller shall be jointly a	
Signature	Capacity: GRANTOR
XIIIIX	
Signature	Capacity:
SELLER (GRANTOR) INFORMATION	BUYER (GRANTEE) INFORMATION
(REQUIRED)	(BEQUIBED)
Print Name: BYDOO LLC	Print Name: TAHICAN LLC
Address:2003 Smoketree Village Cr	Address: 2003 Smoketree Village Cr
City:Henderson	City: Henderson
State: NV Zip: 89012	State:NV Zip:89012
COMPANY/PERSON REQUESTING RECORDIN	IG (Required if not seller or buyer)
Print Name: JAKUBCZACK GROUP	Escrow #
Address: 155 WHITLY BAY AVE	
City: LAS VEGAS	State:NV Zip: 89148

AS A PUBLIC RECORD THIS FORM MAY BE RECORDED/MICROFILMED

EXHIBIT "4"

EXHIBIT "4"

		Electronically Filed 10/07/2016 01:22:24 PM			
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1	ACOM JARED B. JENNINGS, ESQ.	Contraction of the second			
2	Nevada Bar No. 7762	CLERK OF THE COURT			
3	jjennings@jfnvlaw.com ADAM R. FULTON, ESQ.				
4	Nevada Bar No. 11572				
5	afulton@jfnvlaw.com JENNINGS & FULTON, LTD.				
6	6465 West Sahara Avenue, Suite 103 Las Vegas, NV 89146				
7	Telephone: (702) 979-3565				
8	Facsimile: (702) 362-2060				
9	Attorneys for Plaintiff, Max Joly				
- 3	DISTRIC	ΓCOURT			
10	CLARK COUN	NTY, NEVADA			
11					
12	MAX JOLY, an individual;	Case No.: A-16-734832-C			
13	Plaintiff,	Dept. No.: XXV			
14	vs. JEAN FRANCOIS RIGOLLET, an	FIRST AMENDED COMPLAINT			
15	individual; LE MACARON LLC, a Nevada Limited Liability Company; BYDOO LLC, a	EXEMPT FROM ARBITRATION:			
16	Nevada Limited Liability Company; DOES	AMOUNT IN CONTROVERSY			
17	1-10; and ROE CORPORATIONS 1-10,	EXCEEDS \$50,000.00 & DECLARATORY RELIEF SOUGHT			
18	Defendants.				
19					
20	Plaintiff MAX JOLY (hereinafter "Plain	ntiff") by and through his attorneys of record, the			
21	law firm of Jennings & Fulton, LTD. hereb	by files this First Amended Complaint against			
22	Defendants JEAN FRANCOIS RIGOLLET, LI	E MACARON LCC, BYDOO LLC, DOES 1-10,			
23	and ROE CORPORATIONS 1-10 and allege as follows:				
24	PARTIES, JURISDICTION, AND VENUE				
25	1. Plaintiff is an individual whose p	rinciple residence is in Lausanne, Switzerland.			
26	2. Defendant JEAN FRANCOIS	RIGOLLET (hereinafter "Rigollet") is an			
27	individual whose principal residence is in Clark	County, Nevada.			
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3. Defendant LE MACARON, LLC (hereinafter "Le Macaron") is a limited liability corporation formed under the laws of the United States and the State of Nevada, and conducts business in Clark County, Nevada.

4. Defendant BYDOO, LLC (hereinafter "Bydoo") is a limited liability corporation formed under the laws of the United States and the State of Nevada, and conducts business in Clark County, Nevada.

5. Plaintiff does not know the true names of the individuals, corporations, partnerships and entities sued and identified in fictitious names as DOES 1-10 and ROE CORPORATIONS 1-10. Plaintiff alleges that such Defendants assisted or participated in activities that resulted in damages suffered by Plaintiff as more fully discussed under the claims for relief set forth below. Plaintiff will request leave of this Honorable Court to amend this Complaint to show the true names and capacities of each such fictitious Defendant when Plaintiff discovers such information.

6. This Court has personal jurisdiction over all parties, as all parties involved are residents of Clark County, Nevada, own property in Clark County, Nevada, or conduct business in Clark County, Nevada. The Court has subject matter jurisdiction as Plaintiff is seeking declaratory relief and breach of contract seeking damages in excess of \$50,000.00.

 Venue is proper because all events giving rise to Plaintiff's claims occurred in Clark County, Nevada.

GENERAL ALLEGATIONS

I. <u>Background</u>

 Plaintiff incorporates the allegations in the preceding paragraphs as though fully set forth herein.

 At all times relevant the causes of action stated herein occurred in Clark County, Nevada.

10. Plaintiff and Rigollet, and their respective wives, first encountered each other in the early 2000's and eventually the couples became friends.

JENNINGS & FULTON, LTD. 665 W. Sahara Aw. Suite 103 Las Vegas, NV 89146 702.382.3565 11. Since that time Rigollet has used fraudulent means, described in greater detail below, to convince Plaintiff to agree to purchase an ownership interest in various joint ventures (including various residential properties and "Le Macaron" restaurant franchises located in Las Vegas, Nevada) and then later defraud Plaintiff of said ownership interests and Plaintiff's money through nefarious means.

12. The following allegations of fraud are made for the purposes of satisfying the statutory requirement under N.R.C.P. 9(b) that a cause of action for fraud be pled "with particularity," as well as to support Plaintiff's allegation that Rigollet should be held personally accountable for the actions of Bydoo under the doctrine of "piercing the corporate veil."

II. <u>Purchase Of Residential Investment Properties</u>

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13. On or about December 31, 2012, Rigollet proposed to Plaintiff a real estate investment opportunity in real estate in Las Vegas which Rigollet assured Plaintiff would be profitable.

14. In April 2013, Rigollet convinced Plaintiff to take part in the aforementioned
real estate investment and put Plaintiff in contact with Boris Jakubczack (hereinafter "Boris," a
non-party to this litigation) who was to facilitate the investment transaction.

18 15. In July 2013, Plaintiff travelled to Las Vegas, Nevada and met with Rigollet and
19 Boris wherein they visited several residential properties.

20 16. On or about August 2013, at the behest of Rigollet and Boris, Plaintiff agreed to
21 contribute a grand total of \$753,665.85 towards the purchase of five (5) residential properties for
22 investment purposes.

23 17. On or about August 8, 2013, Boris formed "NIPAMA LLC" for the purpose of
24 serving as the holding company for Plaintiff's investment in these properties and for which
25 Plaintiff and his spouse would serve as the lone shareholders.

18. Plaintiff desired to serve as managing member of NIPAMA, LLC. However, on
or about July 2013, Rigollet and Boris met with Plaintiff in person in Las Vegas and falsely
misrepresented to Plaintiff that under Nevada law, only a Nevada resident could serve as

manager of an LLC.

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19. Based on this material and fraudulent misrepresentation, Plaintiff eventually consented to allowing Rigollet to serve as the manager of NIPAMA, LLC while foregoing any opportunity to serve in the same capacity, which gave him control over the NIPAMA LLC bank accounts.

20. On or about the end of August, the five (5) aforementioned properties were purchased and Rigollet became the manager of NIPAMA, LLC and was responsible for their management.

Rigollet moved to Las Vegas in September 2013. 21.

III. Plaintiff And Defendants Enter Into A Franchise Partnership To Operate "Le Macaron" Franchises

22. In April 2014, through discussions between Plaintiff and Rigollet regarding Rigollet seeking to open a business to obtain an E-2 Investor Visa for Rigollet's son (who eventually obtained a Green Card through a lottery system), Plaintiff showed Rigollet an advertisement for "Le Macaron" franchises (a pastry shop that sells macarons and other pastry products) and the two discussed the possibility of opening one or more in Las Vegas.

The two travelled to Sarasota, Florida in May 2014 to meet with a franchisor and 23. 18 visit existing stores.

24. Rigollet suggested the two invest in the franchises as the investment would be 20 \$150,000 for each store and as they were going to open two stores, they each would invest 21 \$150,000 in the Venture, creating a 50% ownership interest for both Plaintiff and Bydoo in the 22 venture. 23

25. From April 2014 to August 2014, Rigollet represented on mulitiple occasions to 24 Plaintiff that Rigollet would contribute the same amount of money as Plaintiff into the company 25 as Plaintiff and Rigollet were 50/50 partners. 26

JENNINGS & FULTON, LTD. 6465 W. Sahara Ave., Suite 103 Las Vegas, NV 89146 02,382,3565 26. On or about July 9, 2014 Plaintiff and Bydoo executed an operating agreement to establish and operate Le Macaron. The operating agreement created a franchise partnership between Plaintiff and Bydoo, with the aforementioned 50/50 split in ownership.

27. Rigollet tasked Boris to set up "Le Macaron, LLC" with the Nevada Secretary of State for purposes of operating the franchise.

28. Plaintiff lived in Switzerland at all times relevant to this litigation. Meanwhile, Rigollet (with the help of Boris), who was living in Las Vegas, assumed responsibility for the development of the venture, including eventual construction of the restaurants at issue.

29. Plaintiff relied throughout the venture on material representations made by Rigollet that Rigollet would manage this joint venture in a professional, profitable, and competent manner.

30. After establishing the franchise partnership, a search for possible locations for the restaurants was undertaken. Rigollet suggested the Galleria Mall as a possible site.

31. Based on this representation, Plaintiff agreed to the Galleria Mall site. On
October 29, 2014 a lease agreement was signed for an anticipated opening date of December 10,
2014.

32. A site for the second franchise was later selected at the Venetian Hotel & Casino, with a lease agreement being signed on November 25, 2014. According to Rigollet, this second restaurant would open in approximately March 2015.

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 33. Plaintiff had reservations about whether the site was too expensive. However,
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 Boris and Rigollet convinced him that it was the right location, in part by telling Plaintiff he
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 simply "did not know Las Vegas."

34. To convince Plaintiff to agree to that particular location, Rigollet assured Plaintiff
that "money [was] not a problem" and that he would advance Plaintiff's anticipated return on the
business' investment for a period of 2-3 years.

35. About this same time, Rigollet informed Plaintiff that, without Plaintiff's consent or approval, he had switched the venture's bank account to Bank of America (the previous

account, established by Boris, had been with Chase Bank).

36. Curiously, Plaintiff was never given any access to this new account by Rigollet. Plaintiff would later learn it was against the financial interests of the venture to have made this change. However, he was never given the opportunity to take part in the decision, thus constituting evidence of fraud against him.

37. There were numerous unexplained delays in construction of the two Le Macaron restaurants. Permits were not timely issued, and neither Rigollet nor Boris could explain sufficiently the reasons why.

38. Plaintiff (who was still living in Switzerland at the time) repeatedly requested updates from Rigollet and/or Boris about the reasons for the delay, but they could not provide a sufficient answer.

39. During this time Plaintiff's wife was diagnosed with cancer. Surgeries were performed in February 2015, March 2015, and a final surgery was performed in June 2015, which resulted in an amputation. This left Plaintiff in greater need of money.

40. On April 6, 2015, Boris stated construction of the restaurants were suffering from significant cost overruns and that he could do nothing to speed up the construction process because of trade union regulations—a fact he has known from the beginning but did not disclose to Plaintiff.

41. To assist with some of the costs to have the franchises at more prominent and expensive locations, On May 26, 2015, the franchisor loaned the parties \$200,000.00.

42. These locations were more expensive than originally anticipated and during construction and set up, Rigollet was continually contacting Plaintiff in high pressured communications telling Plaintiff that he needed to contribute more money to save his investment and that Rigollet was matching any additional cash infusions by Plaintiff as they were 50/50 partners so Plaintiff wired additional funds to Rigollet.

43. In order to assist in paying for cost overruns, Rigollet suggested Plaintiff agree to the sale of one or more of the residential real properties identified earlier in this Complaint,

which Plaintiff was hesitant to do but which Rigollet pressured him into doing representing to Plaintiff that he had a buyer who was willing to pay cash for the properties at a fair market value. Rigollet falsely represented to Plaintiff that he would contribute the same amount of money to the venture that Plaintiff contributed if Plaintiff agreed to sell one of his properties. Plaintiff reluctantly approved the sale of one property and as Rigollet was the acting manager of NIPAMA, LLC, the entity which held Plaintiff's properties, Rigollet sold the property without showing Plaintiff any paperwork from the sale (purchase contract, settlement statement, etc.) even though Plaintiff asked to see it. Plaintiff suspects and believes that Rigollet would not show Plaintgiff the paperwork as he financially benefitted from this sale illegally while acting as a manager (fiduciary) to NIPAMA.

44. Plaintiff is informed and believes, and thereon alleges, that the aforementioned real estate was sold for less-than market value not at "arm's length" to a interested party of Rigollet and Boris. Plaintiff is further informed and believes, and thereon alleges, that such is the direct result of fraud on the part of Rigollet and Boris designed to deprive him of his ownership interest in the properties while simultaneously benefiting Defendants in an unfair manner.

45. Through the sale of property and all the additional wires sent by Plaintiff to Rigollet as as result of the high pressure communications demanding more money to prevent Plaintiff from losing his investment, Plaintiff invested \$450,000 with Rigollet for Le Macaron, with the belief that Rigollet had invested the same, being 50/50 partners.

46. Plaintiff began to grow suspicious of Rigollet and the alleged need for money to cover alleged cost overruns. He was concerned Bydoo and/or Rigollet may not have contributed their \$450,000.00 share to the business venture. However, each time Plaintiff requested to see the financial records and books of the company, Rigollet made excuses as to why he couldn't provide them. As such, to this day Plaintiff has never seen his own business venture's financial records.

47. The Galleria location opened on or about August 15, 2015, significantly late and

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48. The Venetian location opened on or about September 20, 2015, also significantly late and vastly over budget.

49. At roughly the same time, Rigollet intentionally slandered Plaintiff to the franchisor, claiming Plaintiff had "abandoned" the venture, which was patently untrue.

50. The venture obtained a health department license prior to the opening of the two restaurants.

51. All parties were excited about the venture and believed they would be very lucrative, especially after the openings as the franchisor reported that it was the best recorded opening of any other Le Macaron franchise to date.

52. Then, on or about September 24, 2015, just after the openings, Rigollet met with Plaintiff in person and told Plaintiff that he no longer wished to work with him and that he wanted to buy him out. It was at this meeting that Rigollet made the following misrepresentations to Plaintiff: (1) that, pursuant to their agreement, Rigollet reaffirmed that he had invested the same amount of money into the venture that Plaintiff had, (2) Rigollet told Plaintiff that since Plaintiff didn't have enough money to buy out Rigollet's interest in Le Macaron, that Plaintiff had to accept Riggolet's offer to buy Platinff's interest out and that if he didn't agree, Rigollet would withdraw from the company and, since the health department required a Nevada resident for it's health license, if Plaintiff were left as the sole owner and someone (and Rigollet pointed to himself) called the health department and reported it, the health department would shut the business down, effectively forcing Plaintiff into believing he had to sell his shares in the company to Rigollet or that the business would be shut down and Plaintiff would lose his investment, (4) Rigollet represented that he would provide an accounting to Plaintiff showing the value of the assets, the amount of liabilities, and the investments made into the company prior to issuing Plaintiff a buyout amount, which Rigollet never provided, (5) Rigolett told Plaintiff that he would buy out Plaintiff's interest using Bydoo, LLC, as Bydoo owned several valuable real estate properties that would effectively serve as "collateral" on the

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note Rigollet would give him for his interest in Le Macaroon, (6) Rigolett told Plaintiff that the Note would be structured to aggressively make large payments to Plaintiff and that he would have it paid off in less than a year.

53. Plaintiff felt blindsided at this meeting as the parties were jovially socializing just the day before discussing how successful the venture would be, and Plaintiff believed that if he didn't sell his interest to Rigollet, Rigollet would withdraw his interest and report the business to the health department to shut it down and Plaintiff would lose everything.

54. Additionally, although Plaintiff felt that he was being pushed out intentionally, he believed that Rigollet had several valuable properties owned by Bydoo, LLC and that Rigolett would make all the payments on the Note to buy out Plaintiff's interest allowing Plaintiff to recover some of his investment.

55. From August 2013 to December 2015 Rigollet took money from NIPAMA, LLC, to pay for Rigollet's personal expenses on his own properties, which belonged solely to Plaintiff.

56. Under duress due to Rigollet's intentional false statement regarding the status of the health department license, knowing he could not relocate from Europe to oversee the stores, believing that Bydoo owned several valuable properties that far exceeded the amount of the buyout, and being essentially "fed up" with the lies and misrepresentations made by Rigollet (and Boris) during the construction process, especially by always making excuses as to why Plaintiff could not see the financial records and books, Plaintiff agreed to sell his share of the venture to Rigollet and Bydoo.

IV. <u>Plaintiff Sells His Interest In The Venture To Bydoo (Rigollet).</u>

57. On or about September 29, 2015, Defendants, in exchange for Plaintiff's ownership interest, executed a LLC Membership Purchase Agreement ("Agreement"), attached hereto as Exhibit "1," wherein the Defendants agreed to pay the Plaintiff the principal sum of \$360,000.00 in installment agreements over a period of 9 months.

58. The Agreement required payments to be made from the Defendants to the Plaintiff according to the payment schedule, which follows: \$100,000.00 to be paid no later than

October 31, 2015; \$50,000.00 to be paid no later than November 15, 2015; \$70,000.00 to be paid no later than February 28, 2016; and the remaining balance of \$140,000.00 to be paid no later than June 30, 2016.

59. Pursuant to the Agreement, Plaintiff assigned the ownership interest to the Defendants on September 29, 2015.

60. To date, Defendants have never made one single payment according to the Payment schedule.

61. Plaintiff is informed and believes, and hereon allege, that Defendants never intended to make a payment according to the Agreement, nor did Defendants intend fulfill their end of the Agreement.

62. Plaintiff is informed and believes, and hereon alleges, that Defendants specifically intended to defraud Plaintiff of his ownership interest in all the manners identified and described above and that Plaintiff relied on the material misrepresentations of the Defendants in entering into the aforementioned Agreement which resulted in damages to the Plaintiff.

Plaintiff has tried to contact the Defendants numerous times but Defendants have 63. not responded to Plaintiff.

64. Defendants are in breach of the Agreement because the Defendants have not made one single payment according to the payment schedule in the Agreement, and have not paid the entire purchase price of \$360,000.00.

20 65. Defendants have committed numerous fraudulent acts throughout the course of this transaction, which are described with particularity in the paragraphs above as required by 22 N.R.C.P. 9(b), which resulted in the unfair deprivation of Plaintiff's ownership in both the Le Macaron business venture as well as one or more of the real properties identified above, which 24 were sold to pay for costs related to the business venture.

Plaintiff seeks resolution of his claims once and for all by a court of competent 66. jurisdiction.

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1 67. Plaintiff has sustained damages in excess of \$10,000.00 as a result of Defendants 2 failure to abide by the terms of the Agreement. 3 68. Plaintiff has been forced to hire an attorney to prosecute this action and therefore 4 seeks recovery of his attorneys' fees and court costs. 5 FIRST CLAIM FOR RELIEF 6 **Breach of Contract (Against All Defendants)** 7 69. Plaintiff incorporates the allegations in the preceding paragraphs as though fully 8 set forth herein. 9 70. Plaintiff and Defendant entered into a valid and existing contract (the Agreement) 10 wherein the Defendant agreed to pay the Plaintiff as set forth herein. 11 71. Defendants breached the contract by failing to pay any of the scheduled payments 12 owed to the Plaintiff. 13 72. Plaintiff has performed all conditions, covenants, and promises required by 14 Plaintiff pursuant to the aforementioned Agreement by transferring his ownership interest to the 15 Defendants. 16 73. As a direct and proximate consequence of the foregoing, Plaintiff has suffered 17 damages in excess of \$10,000.00. 18 74. Plaintiff has been forced to hire an attorney to prosecute this action and therefore 19 seeks recovery of his attorneys' fees and court costs pursuant to the law. 20 SECOND CLAIM FOR RELIEF 21 **Declaratory Relief (Against All Defendants)** 22 75. Plaintiff incorporates the allegations in the preceding paragraphs as though fully 23 set forth herein. 24 76. A dispute has arisen and actual controversy now exists between Plaintiff and 25 Defendants, including DOES 1-10 and ROE CORPORATIONS 1-10, and each of them, as to 26 their rights and liabilities with respect to the Agreement, including the rights Plaintiff is claiming 27 pursuant to the Agreement. Plaintiff claims a right to Defendants' personal property. Defendants 28 11

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dispute Plaintiff's claim. Therefore, an actual controversy exists relative to the legal duties and rights of the respective parties, which Plaintiff requests the Court to resolve.

77. All of the rights and obligations of the parties arose out of one series of events or happenings, all of which can be settled and determined in a judgment in this one action. Plaintiff alleges that an actual controversy exists between the parties under the circumstances alleged. A declaration of rights, responsibilities and obligations of the parties is essential to determine their respective obligations in connection with the Agreement. Plaintiff has not a true and speedy remedy at law of any kind.

78. Plaintiff has been forced to hire an attorney to prosecute this action and therefore seeks recovery of his attorneys' fees and court costs pursuant to the law.

THIRD CLAIM FOR RELIEF

Contractual Breach of the Covenant of Good Faith and Fair Dealings (Against All

Defendants)

79. Plaintiff incorporates the allegations in the preceding paragraphs as though fully set forth herein.

80. Plaintiff and Defendants entered into a valid contract whereby Defendants promised to pay the Plaintiff pursuant to the terms of the Agreement.

81. Every contract possesses an implied and expressed covenant that the parties to the Agreement would act in good faith and deal fairly with the parties to the Agreement.

82. Plaintiff performed all conditions pursuant to the Agreement and transferred Plaintiff's ownership interest to Defendants monies at the time of contract formation and all other conditions, covenants, and promises pursuant to the aforementioned Agreement with the Defendants.

83. Defendants breached the duty owed the Plaintiff when the Defendants in violation of the covenants and conditions stated in the Agreement, failed to perform pursuant to the Agreement by not paying the Plaintiff when their performance became due and owing.

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84. As a direct result of the Defendant's breach of the written agreement, the Plaintiff has suffered damages as a direct and proximate consequence in an amount in excess of \$10,000.00.

85. Plaintiff has been forced to hire an attorney to prosecute this action and therefore seeks recovery of his attorneys' fees and court costs pursuant to the law.

FOURTH CLAIM FOR RELIEF

Unjust Enrichment (Against All Defendants)

86. Plaintiff incorporates the allegations in the preceding paragraphs as though fully set forth herein.

87. Plaintiff alleges that the Defendant has been unjustly enriched, because Defendants enjoy a 100% ownership interest in Defendant LE MACARON, LLC without paying for 50% of that interest. Plaintiff's ownership interests were transferred to the Defendants and the Defendants intentional or negligent breach of the Agreement has caused financial harm to the Plaintiff.

88. As a direct result of the Defendants' breach of the written contract resulting in the Defendants being unjustly enriched, the Plaintiff has suffered damages as a direct and proximate consequence in an amount in excess of \$10,000.00.

89. Plaintiff has been forced to hire an attorney to prosecute this action and therefore seeks recovery of his attorneys' fees and court costs pursuant to the law.

FIFTH CLAIM FOR RELIEF

Fraudulent Misrepresentation (Against All Defendants)

90. Plaintiff incorporates the allegations in the preceding paragraphs as though fully set forth herein.

91. Prior to the transfer of Plaintiff's ownership interest, Defendants made fraudulent representations to Plaintiff regarding Defendant Rigollet's and consequentially Bydoo's investment in the venture, threats of withdrawl and cancellation of the health license, an accounting, and that Bydoo's buyout of Plaintiff's shares would be secured by the substantial

assets of Bydoo until the note was paid off. As alleged above, Defendants made further misrepresentaions regarding the creation of the entity and control of the same for the properties that Plaintiff purchased. Further, Defendants made misrepresentations regarding the sale of Plaintiff's property and made misrepresentations regarding Plaintiff's bank accounts.

92. Defendants knew that the foregoing misrepresentations were false and intended to induce Plaintiff to act on the misrepresentation.

93. Plaintiff would not have transferred over his 50% ownership interest in Le Macaron without adequate consideration, and therefore Plaintiff justifiably relied on Defendant's fraudulent representations to sell his interest in Le Macaron.

94. As a direct and proximate result of Defendant's acts and omissions, Plaintiff has suffered and will continue to suffer direct, incidental, and consequential damages in an amount to be proven at trial, but in any event in excess of \$10,000.00, plus prejudgment interest.

95. Defendants acted willfully and maliciously, and with oppression, fraud, or malice, and as a result of Defendant's wrongful conduct, Plaintiff is entitled to an award of exemplary or punitive damages in an amount greater than \$10,000.00.

96. Plaintiff has been forced to hire an attorney to prosecute this action and therefore seek recovery of his attorney's fees and costs pursuant to the law.

SIXTH CLAIM FOR RELIEF

Piercing the Corporate Veil (Against Rigollet)

97. Plaintiff incorporates the allegations in the preceding paragraphs as though fully set forth therein.

98. Rigollet is the sole manager and owner of Le Macaron and Bydoo.

99. There is such unity of interest and ownership between Le Macaron/Bydoo and Rigolett that they are inseparable from each other.

100. Rigollet set up and established these entitles with the intent to shield himself from personal liability from his own personal business ventures as an individual with the intent to further his fraud upon the Plaintiff.

101. Rigollet represented to Plaintiff that he was going to buy Plaintiff's interest in Le Macaron using Bydoo as Bydoo had substantial assets to secure the note until it was paid off.

102. Rigollet misused the protections of a limited liability company by self-dealings such as, comingling funds, funneling money to himself through these entities for his own personal gain as if these entities were merely hollow shells with no real assets or investors.

103. All of the profits derived through Le Macaron and Bydoo flow directly to Rigollet; therefore both entities are merely the alter egos to the Rigollet.

104. Adherence to the corporate fiction of a separate entity would promote a manifest injustice or fraud against Plaintiff because Plaintiff never received any consideration in exchange for his ownership interest.

105. As a natural and proximate result of Rigollet using the above stated Defendant entities as direct result of Rigollet's breaches of written agreements and fraudulent activities, Plaintiff has suffered damages as a direct and proximate consequence in an amount in excess of \$10,000.00.

106. Plaintiff has been forced to hire an attorney to prosecute this action and therefore seeks recovery of his attorneys' fees and court costs pursuant to the law.

WHEREFORE, Plaintiff prays as follows:

1. For a declaration of rights and obligations as between Plaintiff and Defendants;

For judgment against Defendants for damages in an amount in excess of \$10,000.00, together with interest thereon until entry of judgment;

3. For entry of an order compelling Defendants to pay Plaintiff's costs and attorneys' fees:

4. Consequential and incidental damages according to proof at trial; and

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5	5. For such other and further relief as the Court may deem just and proper.
6	Dated: This 7th day of October, 2016.
7	Dated. This <u>1</u> day of October, 2010.
8	D.D. JENNINGS ESO
9	D B. JENNINGS, ESQ. Nevada Bar No. 7762
10	jjennings@jfnvlaw.com ADAM R. FULTON, ESQ.
11	Nevada Bar No. 11572
12	afulton@jfnvlaw.com 6465 West Sahara Avenue, Suite 103
13	Las Vegas, NV 89146 Telephone (702) 979-3565
	Facsimile (702) 362-2060
14	Attorneys for Plaintiff Max Joly
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2	CERTIFICATE OF SERVICE		
3	Pursuant to NRCP 5(b) and EDCR 7.26, I hereby certify that on the 7 th day of October,		
4	2016, I served a true and correct copy of the foregoing Plaintiff's FIRST AMENDED		
5	COMPLAINT by direct email through the Court's electronic filing system, to the persons and		
6	address listed below:		
7			
8	Nadin J. Cutter, Esq. George E. Robinson, Esq.		
9	CUTTER LAW FIRM, CHTD. 6787 West Tropicana, Suite 268		
10	Las Vegas, Nevada 89103		
11	Telephone: (702) 800-6525 Facsimile: (702) 800-6527		
12	Cutter@CutterLegal.com		
13	Counsel for Defendants		
13			
14			
	/s/ Vicki Bierstedt		
16 17	Employee of the Law Firm of Jennings & Fulton, Ltd.		
18	Fution, Etc.		
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EXHIBIT "1"

EXHIBIT "1"

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LLC Membership Purchase Agreement

This Purchase Agreement Nevada LLC (the "Buyer") se Agreement is entered into on September 29th 2015, between Max JOLY, a married man (the "Seller"), and BYDOO LLC, a

RECITALS

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A. Seller is a member in LE MACARON LLC, a Nevada limited liability company (the "Company");

B. The business and affairs of the Company are governed by an Operating Agreement dated July 9th 2014 made between the members of the Company (the "Operating Agreement");

C. Seller owns a 50% membership interest in the Company (the "Membership Interest");

D. Seller desires to sell and Buyer desires to purchase the Membership Interest in accordance with the terms of this Agreement. In consideration of the mutual promises, representations, warranties, and covenants contained in this Agreement, the Parties agree as tollows:

1. Purchase and Sale of Membership Interest. Subject to the terms and conditions of this Agreement, Buyer agrees to purchase from Seller, and Seller agrees to sell to Buyer, Seller's Membership Interest in the Company. In consideration thereof, Buyer agrees to pay to Seller \$350,000.000 (three hundred and sixty thousand dollars) as the shares price and balance of file source account (balance of \$437,980 as of September 29th 2015). Payment is schedule as follow: \$100,000.00 (ane hundred housand dollars) to be wire to seller no later than October 31st 2015, \$50,000.00 (fifty thousand dollars) to be wire to seller no later than November 15th 2015, \$70,000.00 (seventy thousand dollars) to be ethorable to seller no later than Source of \$140,000.00 (ane hundred and forty thousand dollars) to be the soleler to seller no later than 50th 2016 and the balance of \$140,000.00 (one hundred and forty thousand dollars) no later than June 30th 2016. This depreciation is due and agrees by all parties because of the high defict of the company at the time of transaction. company at the time of transaction.

2. The closing of the transactions contemplated by this Agreement (the "Closing") shall take place at the offices of LE MACARON LLC, at 2003 Smoketree Village Cr, Henderson, Nevada on September 29th 2015.

Representations and Warranties of Seller. Seller represents and warrants to Buyer as of the date of this Agreement and as of

A representations and which solve a secure and deliver this Agreement and to perform Seller's obligations under it, and that the Cosing bits:
 a) Seller has full power and authority to execute and deliver this Agreement and to perform Seller's obligations under it, and that this Agreement constitutes the valid and legally binding obligation of Seller, enforceable in accordance with its terms and consideration.
 b) Neither the execution and delivery of this Agreement nor the consummation of the transactions contemplated by it will constitute a default under or require any notice under any agreement other than the Operating Agreement to which Seller is a party or truther build for the band

c) Select to bound.
c) Select holds of record, and owns beneficially, the Membership Interest, free and clear of any restrictions on transfer (other than any restrictions under the Operating Agreement or applicable law), taxes, security interests, options, warrants, purchase rights, contracts, commitments, equities, claims, or demands.

4. Representation and Warranties of Buyer. Buyer represents and warrants to Seller as of the date of this Agreement and as of the Closing that:

a) Buyer has full power and authority to execute and deliver this Agreement and to perform Buyer's obligations under it, and that

 by the state point and point and belowing to beceute the deriver in a superiment to perform the performance of the state o bound.

Investment Intent of Buyer. Buyer acknowledges that the Membership Interest has not been, and will not be, registered under 5. Investment intent of buyer, buyer acknowledges that the membership interest has not deet, and min not be, registered under the Federal Securities Act of 1933, or under any state securities laws, and is being sold in reliance upon federal and state exemptions for transactions not involving any public offering. Further, Buyer is acquiring the Membership Interest solely for Buyer's own account for investment purposes only, and not with a view to further sale or distribution. Buyer is a sophisticated investor with knowledge and experience in business and financial matters and has received the information concerning the Company and the Membership Interest. Buyer requires or desires in order to evaluate the membra and risks inherent in owning the Membership Interest, Buyer is able to bear the desarreliable of the index the busent to outle the Membership Interest. economic risk and lack of liquidity inherent in owing the Membership Interest.

Closing Covenants and Conditions. Each of the Parties will use their reasonable best efforts to take all actions and to do all 6. Closing Covenants and Conditions. Each of the Parties will use their reasonable best efforts to take all actions and to do all things necessary to consummate and make effective the transactions contemplated by this Agreement. In furtherence thereof, Seller will use Seller's reasonable best efforts to obtain the consents of the other members of the Company to the sale of the Membership Interest contemplated by this Agreement in the time and manner required by the Operating Agreement and applicable law. Seller will use Seller's reasonable best efforts to cause the Company to permit Buyer to have full access at all reasonable times, and in a manner so as not to Interfere with the normal business operations to the Company, to all premises, properties, personnel, books, records, and contracts of and pertaining to the Company, Buyer will treat and hold such information in strict confidence and will not use any of this information except in connection with this Agreement, and, if this Agreement is terminated for whatever reason, Buyer will return to the Company all such information and any and all copies.

The obligation of Buyer to consummate the transactions contemplated by this Agreement is subject to satisfaction of the following conditions: a) The representations and warranties made by Seller in this Agreement are correct in all material respects at the Closing; b) The representations and warranties made by Seller in this Agreement are correct in all material respects at the Closing; b) The representations and warranties made by Seller in this Agreement are correct in all material respects at the Closing; b) The representations and warranties made by Seller in this Agreement are correct in all material respects at the Closing; b) The representations and warranties made by Seller in this Agreement are correct in all material respects at the Closing; b) The representations are correct in all material respects at the Closing; b) The representations are correct in all material respects at the Closing; b) The representation of the repre

a) Interrepresentations and warrances made by Seller in this Agreement are correct in all material respects at the Closing;
 b) Seller has performed and complied with all of Seller's covenants made in this Agreement in all material respects at the Closing;
 c) There shall not be any injunction, judgment, order, decree, niling, charge, or matter in effect that prevents or may prevent consummation of any of the transactions contemplated by this Agreement; and "As-is" Sale. Except for the warranties given by Seller in Paragraph 3 of this Agreement. Seller has not made and is not giving Buyer any representation or warranty of any kind whateoever with respect to the Membership Interest, the Company, or any of the business and properties of the Company, and Buyer assumes any and all of the risks associated theremut.

8. Limited Indemnity by Seller. Seller shall indemnify, hold harmless, and defend Buyer from and against any and all liability arising at any time Seller owned the Membership Interest, for Seller's default in Seller's promise tomake a contribution to the Company, or if Seller has accepted or received a distribution with knowledge of facts indicating that it was in violation of the Operating Agreement or applicable law.

Terms of Operating Agreement. From and after Closing and at all times that Buyer is a member of the Company, Buyer shall be bound by all of the terms and conditions of the Operating Agreement.

10. Covenant Not to Compete; Promise of Confidentiality. Until December 31st 2019, Seller shall not, directly or indirectly, compete with the Company in any respect, engage in any business or enterprise offering any products or services Identical to, similar to, or competitive with any products or services that have been, or may hereafter be offered by the Company; or contact, solicit, or attempt to contact or solicit for any purpose, any past, present, or future customer, employee, or supplier of the Company. Further, at all times Seller shall not use or disclose any intellectual property, trade secrets or information, knowledge, or data relating in any way to the past, present, or future business affairs, conditions, customers, efforts, employees, operations, practices, products, processes, propeties, sales, or services of or relating in any way to the Company in whatever form. Seller expressly agrees and acknowledges that a loss arising from a breach of any provision under this Paragraph may not be reasonably and equitably compensated by money damages. Therefore, Seller agrees that in the case of any such breach, Company shall be entitled to injunctive and other equilable relief to prevent Seller from engaging in any way to the activity, which relief shall be cumulative in addition bary and all other addition any prohibited activity, which relief shall be cumulative in addition to any and all other addition any any to the reasonably and equitably compensated by money damages. Therefore, Seller agrees that in the case of any such breach, Company shall be entitled to any any any prohibited activity, which relief shall be cumulative in addition to any and all other addition are required at the y and ravial due to the scope of the addition shall determine that any part or all of any provision of this Paragraph is unenforceable on the scope of pretent jurisdiction shall determine that any part or all of any provision of this paragraph is unenforceable on the scope of pretent jurisdiction so are addined ascep



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Paragraph. This article is limited to the State of Nevada

11. Non-assign ability. This Agreement shall not be assignable by any Party without the prior written consent of the other Party.

12. Applicable Law. This Agreement shall be governed by and construed in accordance with the laws of the State of NEVADA.

13. Entire Agreement. This Agreement, including any attached exhibits, embodies the entire agreement and understanding of the Parties with respect to its subject matter and supersedes all prior discussions, agreements, and undertakings between the Parties. The parties have executed this Agreement on the date listed on the first page.

3 STATE OF NEVADA)) ss. COUNTY OF CLARK)

On day of Stpt- 29, 2015 personally appeared before me, a Notary Public, personally known or proven to me to be the person(s) whose name(s) is/are subscribed to the above instrument who acknowledged that he/she/they executed this instrument for the purposes therein

contained. e del

CLIFFORD CAPALA Notary Public, State of Nevada Appointment No. 11-4166-1 My Appt. Expires Dec 24, 2018

STATE OF NEVADA)) ss. COUNTY OF CLARK)

On day of SEPF しり、2015 personally appeared before me, a Notary Public, personally known or proven to me to be the person(s) whose name(s) is/are subscribed to the above instrument who acknowledged that he/she/they executed this instrument for the purposes therein





ASSIGNMENT OF MEMBERSHIP INTERESTS

For good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, Max JOLY, a married man (hereinafter referred to as "Assignor"), hereby assigns, setsover and transfers to BYDOO LLC, a NEVADA limited liability company (hereinafter referred to as "Assignee"), effective as of the date hereof, all of Assignor's membership interests in LE MACARON LLC and its series, a NEVADA limited liability company (the "LLC"), being a fifty percent (50%) membership interest, leaving Assignor without an interest in said LLC, and Assignee hereby accepts such assignment, as provided under the LLC Membership Purchase Agreement dated September 29th 2015 between Assignor and Assignee (the "Agreement").

TO HAVE AND TO HOLD the same unto the Assignee, its respective successors and assigns forever; and Assignor does for itself, and its successors and assigns, covenant and agree with Assignee to specifically warrant and defend title to the said membership interests assigned hereby unto the Assignee, its successor and assigns, against any and all claims thereto by whomsoever made by or through the Assigner; and Assignor does, for itself, and its successors and assigns, warrant and represent to the Assignee that the title conveyed is good, its transfer is rightful; that no consent or approval by any other person or entity is required for the valid assignment by the Assigner to the Assignee of the membership interests referenced herein; and that the membership interests are, have been, and shall be delivered free and clear from any security interest or other lien or encumbrance; and Assigner does, for itself, and its successors and assigns, warrant and represent to the Assignee that the successors and assigns, warrant and represent to the Assignee the delivered free and clear from any security interest or other lien or encumbrance; and Assignor does, for itself, and its successors and assigns, warrant and represent to the Assignee thatthere are no attachments, executions or other writs of process issued against the membership interests conveyed hereunder; that it has not filed any petition in bankruptcy nor has any petition in bankruptcy been filed against it; and that it has not been adjudicated a bankrupt; and Assignor does, for itself, and its successors, and assigns, warrant that it will execute any such further assurances of the foregoing warranties and representations as may be requisite.

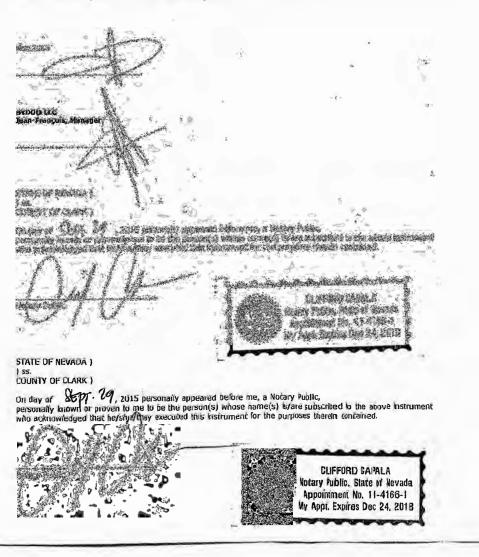


EXHIBIT "5"

EXHIBIT "5"



RECORDING COVER PAGE

(Must be typed or printed clearly in BLACK ink only and avoid printing in the 1" margins of document)

APN# 178-20-311-033

(11 digit Assessor's Parcel Number may be obtained at: http://redrock.co.clark.nv.us/assrrealprop/ownr.aspx)

Inst #: 20170405-0002429 Fees: \$19.00 N/C Fee: \$0.00 04/05/2017 03:17:20 PM Receipt #: 3050704 Requestor: JENNINGS & FULTON LTD Recorded By: CDE Pgs: 3 **DEBBIE CONWAY** CLARK COUNTY RECORDER

TITLE OF DOCUMENT (DO NOT Abbreviate)

NOTICE OF PENDENCY OF ACTION AND LIS PENDENS

Document Title on cover page must appear EXACTLY as the first page of the document to be recorded.

RECORDING REQUESTED BY:

Jared B. Jennings, Esq.

RETURN TO: Name_____ Jennings & Fulton, Ltd.

Address 6465 West Sahara Ave., Suite 103 City/State/Zip Las Vegas, NV 89146

MAIL TAX STATEMENT TO: (Applicable to documents transferring real property)

Name_

Address

City/State/Zip

This page provides additional information required by NRS 111.312 Sections 1-2. An additional recording fee of \$1.00 will apply. To print this document properly, do not use page scaling.

Using this cover page does not exclude the document from assessing a noncompliance fee. P:\Common\Forms & Notices\Cover Page Template Feb2014

Page 1 of 3



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		NOLP		
	1	JENNINGS & FULTON, LTD.		
	2	JARED B. JENNINGS, Esq.		
	3	Nevada Bar No. 7762 Email: <u>jjennings@jfnvlaw.com</u>		
		ADAM R. FULTON, Esq.		
	.4	Nevada Bar No. 11572	Electronically Filed 04/04/2017 05:07:43 PM	
	5	Email: <u>afulton@jfnvlaw.com</u> 6465 West Sahara Avenue, Suite 103		
·	6	Las Vegas, Nevada 89146	Alun J. Ehrunn	
	7	Telephone (702) 979-3565 Facsimile (702) 362-2060	CLERK OF THE COURT	
	8	Attorneys for Plaintiff: Max Joly		
		DIST		
	, 9		ICT COURT UNTY, NEVADA	
	10	CLINER CO	***	
	11			
Ê.	.12	MAX JOLY, an individual	Case No.: A-16-734832-C	
ON, I Nite 103		Plaintiff,	Dept. No.: XXV	
FULT Ave. 5 NV 89 93365	13	vs.		
GS & /. Sahan 102.9	14	JEAN FRANCOIS RIGOLLET, an	NOTICE OF PENDENCY OF	
JENNINGS 6465 W. Sa Las V.	15	individual; LE MACARON LLC, a Nevada	ACTION AND LIS PENDENS	
JEL	16	Limited Liability Company; BYDOO LLC,		
		a Nevada Limited Liability Company;		
	17	DOES 1-10; and ROE CORPORATIONS 1- 10,		
	18	10,		
	.19	Defendants.		
	20			
	21	NOTICE OF PENDENCY OF	FACTION AND LIS PENDENS	
	22	NOTICE IS HEREBY GIVEN TO AN	Y AND ALL PERSONS AFFECTED HEREBY	
	23	that a complaint has been filed in the above-entitled matter by the foregoing Plaintiff Max Joly,		
	24	as against certain Defendants, including JEAN FRANCOIS RIGOLLET, an individual, LE		
		MACARON LLC, a Nevada Limited Liability Company, and BYDOO LLC, a Nevada Limited		
	25	Liability Company, raising claims to title in and to the following property and that said		
	26	Complaint thereby creates a constructive trust thereon and that said Plaintiff does hereby provide		
•	27		Revises Statutes to any and all persons claiming	
	28		pending action located in Clark County, Nevada,	
	Prin	t Date: 2/7/2022 12:14 PM Page 2 of 3		

.

commonly known as 2003 SMOKETREE VILLAGE CIR, HENDERSON, NV 89012, also described as APN# 178-20-311-033 and recorded in the Official Records of the Clark County, Nevada, Office the Recorder as follows:

LOT TEN (10) IN BLOCK FOUR (4) OF PARCEL 31 (A PORTION OF GREEN VALLEY RANCH – PHASE 2), AS SHOWN BY MAP THEREOF ON FILE IN BLOCK 63 OF PLATS, PAGE 11, AND BY CERTIFICATE OF AMENDMENT RECORDED OCTOBER 11, 1995 IN BOOK 951011 AS DOCUMENT NO 01517, IN THE OFFICE OF THE COUNTY RECORDER OF CLARK COUNTY, NEVADA. [hereinafter "Subject Property"].

Pursuant to NRS 14.010 notice is hereby provided that Plaintiff is seeking to assert his rights to legal and equitable title in and to the Subject Property and to establish and declare Plaintiff's rights in the Subject Property, as well as additional claims of general and specific damages as alleged, attorney's fees and litigation costs, as well as any other form of relief which the Court may deem to be appropriate due to one or more of Defendant's acts, errors, conspiracies, and/or omissions, including the fact that said property is an asset of Judgment Debtor so indebted to Claimant.

Dated: This <u>4</u> day of <u>April</u>, 2017

JENNINGS & FULTON, LTD.

JARED B. JENNINGS, Esq. Nevada Bar No. 7762 Email: <u>jjennings@jfnvlaw.com</u> ADAM R. FULTON, Esq. Nevada Bar No. 11572 Email: afulton@jfnvlaw.com 6465 West Sahara Avenue, Suite 103 Las Vegas, Nevada 89146 Telephone (702) 979-3565 Facsimile (702) 362-2060 Attorneys for Plaintiff: Max Joly

Print Date: 2/7/2022 12:14 PM

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JENNINGS & FULTON, LŢI

Page 3 of 3

EXHIBIT "6"

EXHIBIT "6"

2003 Smoketree Village HENDERSON 89012 - NEVADA Telephone: (702) 985-1205 rigollet.jfsenior@wanadoo.fr	Oten A.		
PRO SE	L DISTRICT COURT		
EIGHTH JUDICIAL DISTRICT COURT CLARK COUNTY, NEVADA			
MAX JOLY, an individual;	Case No.: A-16-734832-C Dept. No.: XXV		
Plaintiff and Counter-Defendant,			
ν.			
JEAN FRANCOIS RIGOLLET, an individual; LE MACARON LLC., a Nevada Limited Liability Company; BYDOO LLC., a Nevada Limited Liability Company; DOES 1-10; and ROE CORPORATIONS 1-10,	MOTION TO EXPUNGE NOTICE		
Defendants and Counter-Claimants.	OF LIS PENDENS		
	I, Defendant Jean François RIGOLLET, in proper person, submit this Motion to		
I, Defendant Jean François RIGOLLET,	in proper person, submit this Motion to		
I, Defendant Jean François RIGOLLET, Expunge Notice of Lis Pendens recorded by Pla			
Expunge Notice of Lis Pendens recorded by Pla			
Expunge Notice of Lis Pendens recorded by Pla	intiff.		
Expunge Notice of Lis Pendens recorded by Pla The motion is made and based upon me	intiff.		
Expunge Notice of Lis Pendens recorded by Pla The motion is made and based upon me DATED this 9th day of August, 2018	emorandum allowed and exhibits attached.		
Expunge Notice of Lis Pendens recorded by Pla The motion is made and based upon me DATED this 9th day of August, 2018 Respectfully	Docualization by: Jun-francois RIGOUET		
Expunge Notice of Lis Pendens recorded by Pla The motion is made and based upon me DATED this 9th day of August, 2018 Respectfully /s/ Jean François Rigollet JEAN FRANCOIS RIGOI	Docualization by: Jun-francois RIGOUET		

	NOTICE OF MOTION
	MOTICE OF MOTION
	$T_{\rm ext} = M_{\rm ext} = 1.1 = D1.1 \times 100$
	To : Max Joly, Plaintiff,
	To : Jared JENNINGS and Adam FULTON, Counsels of Plaintiff,
	Take notice that a hearing of this motion will be held before Department XXV of
	Eight Judicial District Court, located at the original Justice Center on 200 Lewis
	nue, Las Vegas, Nevada – 89155, on the 11 day of September
2018	, at the hour of $9:00 \text{ AM}$ in Courtroom $3F$

MEMORANDUM

1/INTRUDUCTION

Based upon Plaintiff's inability to satisfy the statutory requirements of NRS 14.015 (2) and (3), this Court Should issue an order cancelling Plaintiff's Notice of Lis Pendens pursuant to NRS 14.015 (5).

2/ STATEMENT OF FACTS

Plaintiff filed Complaint on 10/7/2016, while Mr. Max JOLY sell to BYDOO LLC 10 11 his 50% share of the Le Macaron LLC (Exhibit A), and the price has not been paid. 12 An answer to first amended complaint and counterclaim filed on 12/7/2017. 13 In conjunction with filing its Complaint, Plaintiff filed a Notice of Lis 14 Pendens on 4/4/2017 relative to the property 2003 Smoketree Village Circle -15 HENDERSON – NV – 89012. 16 17 This property is owned by TAHICAN LLC, which is not part in this lawsuit. 18 Plaintiff recordered the Notice of Lis Pendens with the Clark County Recorder on 19 4/5/2017 as Instrument No. 20170405-0002429. (Exhibit B)

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3/ ARGUMENT

A lis pendens can only be supported by a claim that affects title to real property, or a claim that affects possession of real property. See NRS 14.010(1). The purpose of a lis pendens is to provide notice that there is pending litigation related to a property. See NRS 14.010(3).

In this case, the dispute concerns an assignment of shares in a company, but has nothing to do with the property located at 2003 Smoketree Village in HENDERSON - NEVADA.

Under Nevada law, it is fundamental to the recording of a lis pendens that the action involve some legal interest in the challenged real property, such as title disputes or lien foreclosures. See In re Bradshaw, 315 B.R. 875 (Bkrtcy.D.Nev.2004). A lis pendens may not be used to obtain a type of prejudgment writ of attachment which can later be used in the eventual collection of a judgment. Levinson v. Eighth Judicial District Court in and for the County of Clark, 1109 Nev. 747, 857 P.2d 18, 20-21 (1993). In other words, if a plaintiff merely has a suit for monetary damages against a defendant, the plaintiff cannot record a lis pendens against that the defendant's real property to secure payment for any judgment the plaintiff might eventually obtain. The Nevada Supreme Court has observed that lis pendens are not appropriate instruments for use in promoting recoveries in actions for personal or money judgments; rather, their office is to prevent the transfer or loss of real property which is the subject of dispute in the action that provides the basis for the lis pendens." Levinson, 857 P.2d at 20.

Furthermore, a plaintiff improperly filing a lis pendens against a defendant's real property without the requisite legal basis, could end up subject to sanctions, usually in the form of an award of attorney's fees to the defendant.

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4/ CONCLUSION

Based up the foregoing Defendant requests that the Court grant this motion and issue an order cancelling Plaintiff's Notice of Lis Pendens. A proposed order for the Court's consideration is attached hereto.

Dated 9th August 2018

Respectfully submitted by:

/s/Jean François Rigollet

han-francois RIGOULE

Jean Francois RIGOLLET

2003 Smoketree Village HENDERSON 89012 - NEVADA

Telephone: (702) 985-1205 rigollet.jfsenior@wanadoo.fr

DEFENDANT IN PROPER PERSON

CERTIFICATE OF MAILING			
Pursuant to NRCP 5(b), I, Jean François RIGOLLET, certify that on this day I			
personally served a true and correct copy of the <i>MOTION TO EXPUNGE OF LIS</i>			
PENDENS by:			
U.S. Mail			
Facsimile			
Electronic Service Pursuant to EDCR 7.26, EDCR 8.05, and EDCR 8.06			
To the following:			
Adam R. Fulton, Esq. Jared Jennings, Esq.			
Jennings & Fulton			
6465 W. Sahara Ave., Suite 103 Las Vegas NV 89146 Attorneys			
for Plaintiff and counter- defendant			
DATED this 9 th day of August, 2018.			
Jean-Francois RIGOUET			
9058A41757924F5 /s/ Jean François RIGOLLET			
JEAN FRANCOIS RIGOLLET			
2003 Smoketree Village Circle			
HENDERSON NEVADA - 89012			
Tel : 702-985-1205			

1	Jean Francois RIGOLLET 2003 Smoketree Village		
2	HENDERSON		
3	89012 - NEVADA Telephone: (702) 985-1205		
4	rigollet.jfsenior@wanadoo.fr PRO SE		
5	PRO SE		
6	EIGHTH JUDICIAL DISTRICT COURT		
7	CLARK COUNTY, NEVADA		
8			
9	MAX JOLY, an individual; Case No.: A-16-734832-C		
0	Dept. No.: XXV Plaintiff and Counter-Defendant,		
1			
2	V.		
3	JEAN FRANCOIS RIGOLLET, an		
4	individual; LE MACARON LLC., a Nevada Limited Liability Company;		
5	BYDOO LLC., a Nevada Limited Liability		
5	Company; DOES 1-10; and ROE CORPORATIONS 1-10,		
7	Defendants and Counter-Claimants.		
3	Defendants and Counter-Claimants.		
,	(PROPOSED)		
	ORDER GRANTING DEFENDANT'S MOTION TO CACEL NOTICE OF LIS		
2	PENDENS		
,			
1	Whereas, Defendant's Motion to Cancel Notice of Lis Pendens came on for hearing before		
5	this Court on the day of , 2018, with Defendant appearing in Proper		
5			
,			
3			
	AA0000		

1	Person and Plaintiff appearing thr	rough counsel of record, and whereas the	
2	Court has reviewed Defendant's r	motion and other pleadings and papers on file	
3	and has heard the oral argument presented at the hearing, and for good cause		
4	appearing,		
5		CD, ADJUDJED, AND DECREED	
,		on to Cancel Notice of Lis Pendens is	
;	GRANTED in full, and		
)			
)		Pendens recorded with the Clark County	
	Recorder on the 4/5/2017, as Instrument No. 20170405-0002429, shall be, and		
2	hereby is, cancelled pursuant to N	NRS 14.015, and	
3	3/ That Plaintiff shall imm	nediately cause a copy of this order to be	
1	recorder with the Clark County R	Recorder and shall file a copy of the duly	
5	recorded Order with the Court and serve a copy on all parties, and		
5	4/ that this cancellation of the Notice of Lis Pendens has the same effect		
	as an expungement of the original	l Notice of Lis Pendens pursuant to NRS	
,	14.015 (5).		
,			
	IT IS SO ORDERED		
2	DATE this day of	, 2018	
	uay 01		
	Submitted by : Jean François	DISTRICT COURT JUDGE	
	RIGOLLET 2003 Smoketree		
	Village Circle HENDERSON – NV – 89012 - Tel :		
,	702-985-1205 - Defendant, In		

EXHIBIT A

LLC Membership Purchase Agreement

This Purchase Agreement is entered into on September 29th 2015, between Max JOLY, a married man (the "Seller"), and BYDOO LLC, a Nevada LLC (the "Buyer").

RECITALS

A. Seller Is a member In LE MACARON LLC, a Nevada Ilmited liability company (the "Company");

B. The business and affairs of the Company are governed by an Operating Agreement dated July 9th 2014 made between the members of the Company (the "Operating Agreement");

C. Seller owns a 50% membership interest in the Company (the "Membership Interest");

D. Selier desires to seli and Buyer desires to purchase the Membership Interest in accordance with the terms of this Agreement. In consideration of the mutual promises, representations, warranties, and covenants contained in this Agreement, the Parties agree as tollows:

Purchase and Sale of Membership Interest. Subject to the terms and conditions of this Agreement, Buyer agrees to purchase from Seller, and Seller agrees to sell to Buyer, Seller's Membership Interest in the Company. In consideration thereof, Buyer agrees to pay to Seller \$360,000.00 (three hundred and sixty thousand dollars) as the shares price and balance of his owner account (balance of \$437,980 as of September 29th 2015). Payment is schedule as follow: \$100,000.00 (one hundred thousand dollars) to be wire to seller no later than October 31st 2015, \$50,000.00 (five hundred and february 28th 2016 and the balance of \$140,000.00 (one hundred thousand dollars) to be wire to seller no later than November 15th 2015, \$70,000.00 (seventy thousand dollars) to be wire to seller no later than a soft balance of \$140,000.00 (one hundred and forty thousand dollars) is the senter than use 30th 2016. This depreciation is due and agrees by all parties because of the high defidt of the company at the time of transacoon.

The closing of the transactions contemplated by this Agreement (the "Closing") shall take place at the offices of LE MACARON LLC, at 2003 Smoketree Village Cr, Henderson, Nevada on September 29th 2015.

Representations and Warranties of Seller. Seller represents and warrants to Buyer as of the date of this Agreement and as of

3. Representations and Warrancies or seller. Seller represents and Marians to by provide a statistic seller is a full power and authority to execute and deliver this Agreement and to perform Seller's obligations under it, and that this Agreement constitutes the valid and legally binding obligation of Seller, enforceable in accordance with its terms and consideration. b) Neither the execution and delivery of this Agreement nor the consummation of the transactions contemplated by it will constitute a default under or require any notice under any agreement other than the Operating Agreement to which Seller is a party or

construct a delaward of regime any notice and any optement other and the Openang Agreement of mark selects a part of by which Selects bound.
 c) Seler holds of record, and owns beneficially, the Membership Interest, free and dear of any restrictions on transfer (other than any restrictions under the Openang Agreement or applicable law), taxes, security Interests, options, warrants, purchase rights, contracts, commitments, equilies, claims, or demands.

Representation and Warranties of Buyer. Buyer represents and warrants to Seller as of the date of this Agreement and as of

4. Representation and warranties or buyer, buyer represents and matteries or barrow of the standard of the closing that:

a) Buyer has full power and authority to execute and deliver this Agreement and to perform Buyer's obligations under it, and that this Agreement constitutes the valid and legally binding obligation of Buyer, enforceable inaccordance with its terms and consideration.
b) Neither the execution and delivery of this Agreement nor the consummation of the transactions contemplated by this Agreement will constitute a default under or require any notice under any agreement to which Buyer is a party or by which Buyer is bound.

5. Investment Intent of Buyer. Buyer acknowledges that the Membership Interest has not been, and will not be, registered under the Federal Securities Act of 1933, or under any state securities laws, and is being sold in reliance upon federal and state exemptions for transactions not involving any public offering. Further, Buyer is acquiring the Membership Interest solely for Buyer's own account for investment purposes only, and not with a view to further sale or distribution. Buyer is a sophisticated investor with knowledge and experience in business and financial matters and has received the information concerning the Company and the Membership Interest as Buyer requires or desires in order to evaluate the meetits and risks Inherent in owning the Membership Interest. Buyer is able to bear the economic risk and lack of liquidity inherent in owing the Membership Interest.

6. Closing Covenants and Conditions. Each of the Parties will use their reasonable best efforts to take all actions and to do all things necessary to consummate and make effective the bansactions contemplated by this Agreement. In furtherance thereof, Seller will use Seller's reasonable best efforts to obtain the consents of the other members of the Company to the sale of the Membership Interest wontemplated by this Agreement in the time and manner required by the Operaving Agreement and applicable law. Seller will use Seller's reasonable best efforts to cause the Company to permit Buyer to have full access at all reasonable times, and in a manner so as not to Interfere with the normal business operations to the Company, to all premises, properties, personnel, books, records, and contracts of and pertaining to the Company. Buyer will treat and hold such information in strict confidence and will not use any of this Information except in concection with this Agreement, and, if this Agreement is terminated for whatever reason, Buyer will return to the Company all such information and any and all coples.

The obligation of Buyer to consummate the transactions contemplated by this Agreement is subject to satisfaction of the following conditions: a) The representations and warranties made by Seller In this Agreement are correct in all material respects at the Closing;

a) The representations and warranties made by Seller in this Agreement are correct in all material respects at the Closing; Seller has performed and compiled with all of Seller's covenants made in this Agreement in all material respects at the Closing; C) There shall not be any injunction, judgment, order, decree, ruling, charge, or matter in effect that prevents or may prevent consummation of any of the transactions contemplated by this Agreement; and "As-Is" Selle. Except for the warrantice gliven by Seller in Paragraph 3 of this Agreement, Seller has not made and is not giving Buyer any representation or warranty of any kind whatsoever with respect to the Membership Interest, the Company, or any of the business and properties of the Company, and Buyer assumes any and all of the risks associated therewith.

8. Umited Indemnity by Seller. Seller shall Indemnify, hold harmless, and defend Buyer from and against any and all ilability arising at any time Seller owned the Membership Interest, for Seller's default in Seller's promise to make a contribution to the Company, or if Seller has accepted or received a distribution with knowledge of facts indicating that it was in violation of the Operating Agreement or applicable faw.

9. Terms of Operating Agreement. From and after Closing and at all times that Buyer is a member of the Company, Buyer shall be bound by all of the terms and conditions of the Operating Agreement.

10. Covenant Not to Compete; Promise of Confidentiality. Until December 31⁴ 2019, Seller shall not, directly or indirectly, compete with the Company in any respect, engage in any business or enterprise offering any products or services identical to, similar to, or eompetitive with any products or services that have been, or may hereafter be offered by the Company; or contact, solicit, or attempt to contact or solicit for any purpose, any past, present, or future customer, employee, or supplier of the Company. Further, at all times Seller shall not use or diseose any intellectual propetty, tade secrets or information, knowledge, or data relating in any way to the past, present, or future business of affairs, conditions, customer, employees, operations, practices, products, processes, properties, sales, or services of or relating in any way to the Company in whatever form. Seller expressily agrees and acknowledges that a loss arising from a breach of any provision under this Paragraph may not be reasonably and equitably compensated by money damages. Therefore, Seller agrees that in the case of any such breach, Company shall beentitide to injunctive and other equilable relief to prevent Seller from engaging in any prohibited activity, which relief shall be cumulawle in addition to any and all other additional or any and provision of this Paragraph is unenforceable or invalid due to the scope of the adtivites reshalmed or the geographical extent of the restrings, or deterwise, the parties expressily intend, agree, and stipulate that under such dircumstances, the provisions of this Paragraph suble scope permitted by law. The parties also agree to be bound by any judical modifications to these provisions that any court of competent jurisdiction may make to carry out the intent and purpose of this

Paragraph. This article is limited to the State of Nevada.

11. Non-assign ability. This Agreement shall not be assignable by any Party without the prior written consent of the other Party.

12. Applicable Law. This Agreement shall be governed by and construed in accordance with the laws of the State of NEVADA.

13. Entire Agreement. This Agreement, including any attached exhibits, embodies the entire agreement and understanding of the Parties with respect to its subject matter and supersedes all prior discussions, agreements, and undertakings between the Parties. The parties have executed this Agreement on the date listed on the first page.

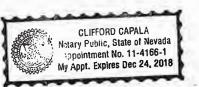
Max JOLY

BYDOO LLC Jean-François, M

STATE OF NEVADA)) ss. COUNTY OF CLARK)

On day of Sort 29, 2015 personally appeared before me, a Notary Public, personally known or proven to me to be the person(s) whose name(s) Is/are subscribed to the above instrument who acknowledged that he/she/they executed this instrument for the purposes therein contained.

Notar Publi



STATE OF NEVADA)) ss. COUNTY OF CLARK)

On day of SEPT 24, 2015 personally appeared before me, a Notary Public, personally known or proven to me to be the person(s) whose name(s) is/are subscribed to the above instrument who acknowledged that he/she/they executed this instrument for the purposes therein

contained. lotary ubl

CLIFFORD CAPALA Notary Public, State of Nevada Appointment No. 11-4166-1 My Appt. Expires Dec 24, 2018

ASSIGNMENT OF MEMBERSHIP INTERESTS

For good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, Max JOLY, a married man (hereinafter referred to as "Assignor"), hereby assigns, setsover and transfers to BYDOO LLC, a NEVADA limited liability company (hereinafter referred to as "Assignee"), effective as of the date hereof, all of Assignor's membership interests in LE MACARON LLC and its series, a NEVADA limited liability company (the "LLC"), being a fifty percent (50%) membership interest, leaving Assignor without an interest in said LLC, and Assignee hereby accepts such assignment, as provided under the LLC Membership Purchase Agreement dated September 29th 2015 between Assignor and Assignee (the "Agreement").

TO HAVE AND TO HOLD the same unto the Assignee, its respective successors and assigns forever; and Assignor does for itself, and its successors and assigns, covenant and agree with Assignee to specifically warrant and defend title to the said membership interests assigned hereby unto the Assignee, its successor and assigns, against any and all claims thereto by whomsoever made by or through the Assignor; and Assignor does, for itself, and its successors and assigns, warrant and represent to the Assignee that the title conveyed is good, its transfer is rightful; that no consent or approval by any other person or entity is required for the valid assignment by the Assignor to the Assignee of the membership interests referenced herein; and that the membership interests are, have been, and shall be delivered free and clear from any security interest or other lien or encumbrance; and Assignor does, for itself, and its successors and assigns, warrant and represent to the Assignee thatthere are no attachments, executions or other writs of process issued against the membership interests conveyed hereunder; that it has not filed any petition in bankruptcy nor has any petition in bankruptcy been filed against it; and that it has not been adjudicated a bankrupt; and Assignor does, for itself, and its successors, and assigns, warrant that it will execute any such further assurances of the foregoing warranties and representations as may be requisite.

Max JOLY BYDOO LLC Jean-François, Manag

STATE OF NEVADA)) ss. COUNTY OF CLARK)

On day of Sett. \mathcal{U}_{4} , 2015 personally appeared before me, a Notary Public, personally known or proven to one to be the person(s) whose name(s) is/are subscribed to the above instrument who acknowledged that he/she/hey executed this instrument for the purposes therein contained.

CLIFFORD CAPALA Notary Public, State of Nevada Appointment No. 11-4166-1 My Appt. Expires Dec 24, 2018

STATE OF NEVADA)) ss. COUNTY OF CLARK)

On day of 307.29, 2015 personally appeared before me, a Notary Public, personally known or proven to me to be the person(s) whose name(s) is/are subscribed to the above instrument who acknowledged that he/shy mey executed this instrument for the purposes therein contained.

CLIFFORD CAPALA tary Notary Public, State of Nevada Appointment No. 11-4166-1 My Appt. Expires Dec 24, 2018

EXHIBIT B

RECORDING COVER PAGE

(Must be typed or printed clearly in BLACK ink only and avoid printing in the 1" margins of document)

APN# <u>178-20-311-033</u>

(11 digit Assessor's Parcel Number may be obtained at: http://redrock.co.clark.nv.us/assrrealprop/ownr.aspx)

TITLE OF DOCUMENT (DO NOT Abbr eviate)

NOTICE OF PENDENCY OF ACTION AND LIS PENDENS

Document Title on cover page must appear EXACTLY as the first page of the document to be recorded.

RECORDING REQUESTED BY:

Jared B. Jennings, Esq.

RETURN TO: Name Jennings & Fulton, Ltd.

Address 6465 West Sahara Ave., Suite 103

City/State/Zip Las Vegas, NV 89146

MAIL TAX STATEMENT TO: (Applicable to documents transferring real property)

Name_____

Address_____

City/State/Zip_

This page provides additional information required by NRS 111.312 Sections 1-2. An additional recording fee of\$1.00 will apply. To print this document properly, do not use page scaling. Using this cover page does not exclude the document from assessing a noncompliance fee.

Using this cover page does not exclude the document from assessing a noncompliance fee. P:\Common\Forms & Notices\Cover Page Template Feb2014

Inst#: 20170405-0002429 Fees: \$19.00 N/C Fee: \$0.00 04/05/2017 03:17:20 PM Receipt #: 3050704 Requestor: JENNINGS & FULTON LTD Recorded By: CDE Pgs: 3 DEBBIE CONWAY CLARK COUNTY RECORDER

NOLP JENNINGS & FULTON, LTD. 1 JARED B. JENNINGS, Esq. 2 Nevada BarNo. 7762 Email: ijennings@ifnvlaw.com 3 ADAM R. FULTON, Esq. Nevada Bar No. 11572 Electronically J=iled 4 Email: <u>afulton@jfnvlaw.com</u> 6465 West Sahara Avenue, Suite 103 04/04/2017 05:07:43 PM 5 Las Vegas, Nevada 89146 б Telephone (702) 979-3565 7 Facsimile (702) 362-2060 Attorneys for Plaintiff: Max Joly CLERK OF THE COURT 8 9 DISTRICT COURT 1 CLARK COUNTY, NEVADA 10 *** 11 5s 81! ;:1 MAX JOLY, an individual CaseNo.: A-16-734832-C 12 Plaintiff, Dept. No.: V 13 vs. 14 NOTICE OF PENDENCY OF JEAN FRANCOIS RIGOLLET, an ĺi 15 ACTION AND LIS PENDENS individual; LE MACARON LLC, a Nevada Limited Liability Company; BYDOO LLC, 16 a Nevada Limited Liability Company; 17 DOES 1-10: and ROE CORPORATIONS 1-10, 18 Defendants. 19 20 NOTICE OF PENDENCY OF ACTIO AND LIS PENDENS 21 22 ·· NOTICE IS HEREBY GIVEN TO ANY AND ALL PERSONS AFFECTED HEREBY that a complaint has been filed in the above-entitled matter by the foregoing Plaintiff Max Joly, 23 as against certain Defendants, including JEAN FRANCOIS RIGOLLET, an individual, LE 24 MACARON LLC, a Nevada Limi, ted Liability Company, and BYDOO LLC, a Nevada Limited 25 Liability Company, raising claims to title in and to the following property and that said 26 Complaint thereby creates a constructive trust thereon and that said Plaintiff does hereby provide 27 Notice pursuant to Chapter 14 of the Nevada Revises Statutes to any and all persons claiming 28 any interest in the Subject Real Property of this pending action located in Clark County, Nevada,

commonly known as 2003 SMOKETREE VILLAGE CIR, HENDERSON, NV 89012, also 1 described as APN# 178-20-311-033 and recorded in the Official Records of the Clark County, 2 Nevada, Office the Recorder as follows: 3 LOT TEN (10) IN BLOCK FOUR (4) OF PARCEL 31 (A PORTION OF 4 GREEN VALLEY RANCH - PHASE 2), AS SHOWN BY MAP THEREOF ON FILE IN BLOCK 63 OF PLATS, PAGE 11, AND BY CERTIFICATE OF 5 AMENDMENT RECORDED OC. TOBER 11, 1995 IN BOOK 951011 AS 6 DOCUMENT NO 01517, IN THE OFFICE OF THE COUNTY RECORDER OF CLARK COUNTY, NEVADA. [hereinafter "Subject Property"]. 7 Pursuant to NRS 11.010 notice is h eby provided that Plaintiff is seeking to assert his 8 9 rights to legal and equitable title in and to the Subject Property and to establish and declare 10 Plaintiffs rights in the Subject Property, as well as additional claims of general and specific 11 damages as alleged, attorney's fees and litigation costs, as well as any other form of relief which 12 the Court 11?-ay deem to be appropriate due to one or more of Defendant's acts, errors, 13 14 conspiracies, and/or omissions, including the fact that said property is an asset of Judgment 15 Debtor so indebted to Claimant. Dated: This !ff!.day of A: pt-t'l. 2017 16 JENNINGS & FULTON, LTD. 17 18 19 ARED B. JENNINGS. 20 Nevada Rev No. 1762 Email: jjennings@ifnvlaw.com ADAM R.FULTON, Esq. 21 Nevada Bar No. 11572 Email:. afulton@jfnvlaw.com 22 6465 West Sahara Avenue, Suite 103 23 Las Vegas, Nevada 89146 Telephone(702)979-3565 24 Facsimile (702) 362-2060 Attorneys for Plaintiff: Max Joly 25 26 27 28 2

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EXHIBIT "7"

EXHIBIT "7"

1 2 3 4 5 6 7	ACOMElectronically Filed 8/13/2018 4:24 PM Steven D. Grierson CLERK OF THE COURTJARED B. JENNINGS, Esq., Nevada Bar No. 7762Automatic Steven Email: jjennings@jfnvlaw.com ADAM R. FULTON, Esq., Nevada Bar No. 11572 Email: afulton@jfnvlaw.com 2580 Sorrel Street Las Vegas, Nevada 89146 Telephone (702) 979-3565 Facsimile (702) 362-2060 Attorneys for Plaintiff Max JolyElectronically Filed 8/13/2018 4:24 PM Steven D. Grierson CLERK OF THE COURT 		
8	DISTRICT COURT		
9	CLARK C	DUNTY, NEVADA	
10			
11	MAX JOLY, an individual	Case No.: A-16-734832-C	
12	Plaintiff, vs.	Dept. No.: XXV	
13	JEAN FRANCOIS RIGOLLET, an		
14	individual; LE MACARON LLC, a Nevada Limited Liability Company;	SECOND AMENDED COMPLAINT	
15 16	BYDOO LLC, a Nevada Limited Liability	EXEMPT FROM ARBITRATION: AMOUNT IN CONTROVERSY EXCEEDS	
17	Company; TAHICAN, LLC, a Nevada Limited Liability Company; DOES 1-10; and ROE CORPORATIONS 1-10,	\$50,000.00 & DECLARATORY RELIEF SOUGHT	
18	Defendants.		
19			
20	JEAN FRANCOIS RIGOLLET, an individual; LE MACARON LLC, a		
21	Nevada Limited Liability Company; BYDOO LLC, a Nevada Limited Liability		
22	Company; DOES 1-10; and ROE CORPORATIONS 1-10,		
23 24	Counterclaimant,		
25	VS.		
26	MAX JOLY, an individual,		
27	Counter-defendant.		
28	Plaintiff/Counter-Defendant MAX J	OLY (hereinafter "Plaintiff") by and through his 1	

JENNINGS & FULTON, LTD. 2580 Sorrel Street Las Vegus, NV 89146 702.979.3565 attorneys of record, Jared B. Jennings, Esq. and Adam R. Fulton, Esq., of the law firm of Jennings
 & Fulton, LTD. hereby files this Second Amended Complaint against Defendants JEAN
 FRANCOIS RIGOLLET, LE MACARON LCC, BYDOO LLC, TAHICAN, LLC., DOES 1-10,
 and ROE CORPORATIONS 1-10 and alleges as follows:

PARTIES, JURISDICTION, AND VENUE

1. Plaintiff is an individual whose principle residence is in Lausanne, Switzerland.

2. Defendant JEAN FRANCOIS RIGOLLET ("Rigollet") is an individual whose principal residence is in Clark County, Nevada.

9 3. Defendant LE MACARON, LLC ("Le Macaron") is a limited liability corporation
10 formed under the laws of the United States and the State of Nevada, and conducts business in
11 Clark County, Nevada.

4. Defendant BYDOO, LLC ("Bydoo") is a limited liability corporation formed under the laws of the United States and the State of Nevada, and conducts business in Clark County, Nevada.

5. Defendant TAHICAN, LLC ("Tahican") is a limited liability corporation formed under the laws of the United States and the State of Nevada, and conducts business in Clark County, Nevada.

6. Plaintiff does not know the true names of the individuals, corporations, partnerships and entities sued and identified in fictitious names as DOES 1-10 and ROE CORPORATIONS 1-10. Plaintiff alleges that such Defendants assisted or participated in activities that resulted in damages suffered by Plaintiff as more fully discussed under the claims for relief set forth below. Plaintiff will request leave of this Honorable Court to amend this Complaint to show the true names and capacities of each such fictitious Defendant when Plaintiff discovers such information.

7. This Court has personal jurisdiction over all parties, as all parties involved are
residents of Clark County, Nevada, own property in Clark County, Nevada, or conduct business
in Clark County, Nevada. The Court has subject matter jurisdiction as Plaintiff is seeking

JENNINGS & FULTON, LTD. 2580 Sorrel Street Las Vegas, NV 89146 702.979.3565 5

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declaratory relief, breach of contract, and fraudulent transfer seeking damages in excess of 1 2 \$50,000.00. 8. 3 Venue is proper because all events giving rise to Plaintiff's claims occurred in 4 Clark County, Nevada. **GENERAL ALLEGATIONS** 5 I. **Background** 6 9. Plaintiff incorporates the allegations in the preceding paragraphs as though fully 7 set forth herein. 8 10. At all times relevant the causes of action stated herein occurred in Clark County, 9 Nevada. 10 Plaintiff and Rigollet, and their respective wives, first encountered each other in 11. 11 the early 2000's and eventually the couples became friends. 12 12. Since that time Rigollet has used fraudulent means, described in greater detail 13 below, to convince Plaintiff to agree to purchase an ownership interest in various joint ventures 14 (including various residential properties and "Le Macaron" restaurant franchises located in Las 15 Vegas, Nevada) and then later defraud Plaintiff of said ownership interests and Plaintiff's money 16 through nefarious means. 17 The following allegations of fraud are made for the purposes of satisfying the 13. 18 statutory requirement under N.R.C.P. 9(b) that a cause of action for fraud be pled "with 19 particularity," as well as to support Plaintiff's allegation that Rigollet should be held personally 20 accountable for the actions of Bydoo under the doctrine of "piercing the corporate veil" and the 21 fraudulent transfers of properties from Defendant Bydoo, LLC to Defendant Tahican, LLC. 22 23 II. **Purchase of Residential Investment Properties** 24 14. On or about December 31, 2012, Rigollet proposed to Plaintiff a real estate 25 investment opportunity in real estate in Las Vegas which Rigollet assured Plaintiff would be 26 profitable. 27 In April 2013, Rigollet convinced Plaintiff to take part in the aforementioned 15. 28 3

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real estate investment and put Plaintiff in contact with Boris Jakubczack (hereinafter "Boris," a non-party to this litigation) who was to facilitate the investment transaction.

In July 2013, Plaintiff travelled to Las Vegas, Nevada and met with Rigollet and
Boris wherein they visited several residential properties.

17. On or about August 2013, at the behest of Rigollet and Boris, Plaintiff agreed to contribute a grand total of \$753,665.85 towards the purchase of five (5) residential properties for investment purposes.

8 18. On or about August 8, 2013, Boris formed "NIPAMA LLC" for the purpose of
9 serving as the holding company for Plaintiff's investment in these properties and for which
10 Plaintiff and his spouse would serve as the lone shareholders.

19. Plaintiff desired to serve as managing member of NIPAMA, LLC. However, on or about July 2013, Rigollet and Boris met with Plaintiff in person in Las Vegas and falsely misrepresented to Plaintiff that under Nevada law, only a Nevada resident could serve as manager of an LLC.

20. Based on this material and fraudulent misrepresentation, Plaintiff eventually
consented to allowing Rigollet to serve as the manager of NIPAMA, LLC while foregoing any
opportunity to serve in the same capacity, which gave him control over the NIPAMA LLC bank
accounts.

19 21. On or about the end of August, the five (5) aforementioned properties were
20 purchased and Rigollet became the manager of NIPAMA, LLC and was responsible for their
21 management.

22. Rigollet moved to Las Vegas in September 2013.

III. <u>Plaintiff and Defendants Enter into A Franchise Partnership To Operate "Le</u> <u>Macaron" Franchises</u>

23. In April 2014, through discussions between Plaintiff and Rigollet regarding Rigollet seeking to open a business to obtain an E-2 Investor Visa for Rigollet's son (who eventually obtained a Green Card through a lottery system), Plaintiff showed Rigollet an

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advertisement for "Le Macaron" franchises (a pastry shop that sells macarons and other pastry 1 2 products) and the two discussed the possibility of opening one or more in Las Vegas.

3 The two travelled to Sarasota, Florida in May 2014 to meet with a franchisor and 24. 4 visit existing stores.

Rigollet suggested the two invest in the franchises as the investment would be 25. \$150,000.00 for each store and as they were going to open two (2) stores, they each would invest \$150,000.00 in the venture, creating a 50% ownership interest for both Plaintiff and Bydoo in the venture.

26. From April 2014 to August 2014, Rigollet represented on multiple occasions to 10 Plaintiff that Rigollet would contribute the same amount of money as Plaintiff into the company as Plaintiff and Rigollet were 50/50 partners.

27. On or about July 9, 2014 Plaintiff and Bydoo executed an operating agreement to establish and operate Le Macaron. The operating agreement created a franchise partnership between Plaintiff and Bydoo, with the aforementioned 50/50 split in ownership.

28. Rigollet tasked Boris to set up "Le Macaron, LLC" with the Nevada Secretary of State for purposes of operating the franchise.

17 29. Plaintiff lived in Switzerland at all times relevant to this litigation. Meanwhile, Rigollet, with the help of Boris, who was living in Las Vegas, assumed responsibility for the 18 19 development of the venture, including eventual construction of the restaurants at issue.

20 30. Plaintiff relied throughout the venture on material representations made by 21 Rigollet that Rigollet would manage this joint venture in a professional, profitable, and competent 22 manner.

31. 23 After establishing the franchise partnership, a search for possible locations for the 24 restaurants was undertaken. Rigollet suggested the Galleria Mall as a possible site.

25 32. Based on this representation, Plaintiff agreed to the Galleria Mall site. On October 26 29, 2014 a lease agreement was signed for an anticipated opening date of December 10, 2014.

27 33. A site for the second franchise was later selected at the Venetian Hotel & Casino, 28 with a lease agreement being signed on November 25, 2014. According to Rigollet, this second

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restaurant would open in approximately March 2015.

34. Plaintiff had reservations about whether the site was too expensive. However, Boris and Rigollet convinced him that it was the right location, in part by telling Plaintiff he simply "did not know Las Vegas."

35. To convince Plaintiff to agree to that particular location, Rigollet assured Plaintiff that "money [was] not a problem" and that he would advance Plaintiff's anticipated return on the business' investment for a period of 2-3 years.

36. About this same time, Rigollet informed Plaintiff that, without Plaintiff's consent or approval, he had switched the venture's bank account to Bank of America (the previous 10 account, established by Boris, had been with Chase Bank).

37. Curiously, Plaintiff was never given any access to this new account by Rigollet. Plaintiff would later learn it was against the financial interests of the venture to have made this change. However, Plaintiff was never given the opportunity to take part in the decision, thus constituting evidence of fraud against him.

38. There were numerous unexplained delays in construction of the two Le Macaron Permits were not timely issued, and neither Rigollet nor Boris could explain restaurants. sufficiently the reasons why.

18 39. Plaintiff (who was still living in Switzerland at the time) repeatedly requested 19 updates from Rigollet and/or Boris about the reasons for the delay, but they could not provide a 20 sufficient answer.

21 40. During this time, Plaintiff's wife was diagnosed with cancer. Surgeries were 22 performed in February 2015, March 2015, and a final surgery was performed in June 2015, which 23 resulted in an amputation. This left Plaintiff in greater need of money.

24 41. On April 6, 2015, Boris stated construction of the restaurants were suffering from 25 significant cost overruns and that he could do nothing to speed up the construction process 26 because of trade union regulations—a fact he has known from the beginning but did not disclose 27 to Plaintiff.

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To assist with some of the costs to have the franchises at more prominent and

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expensive locations, On May 26, 2015, the franchisor loaned the parties \$200,000.00.

43. These locations were more expensive than originally anticipated and during construction and set up, Rigollet was continually contacting Plaintiff in high pressured communications telling Plaintiff that he needed to contribute more money to save his investment and that Rigollet was matching any additional cash infusions by Plaintiff as they were 50/50 partners. As such, Plaintiff wired additional funds to Rigollet.

44. In order to assist in paying for cost overruns, Rigollet suggested Plaintiff agree to the sale of one or more of the residential real properties identified earlier in this Complaint, which Plaintiff was hesitant to do but which Rigollet pressured him into doing representing to Plaintiff that he had a buyer who was willing to pay cash for the properties at a fair market value. Rigollet falsely represented to Plaintiff that he would contribute the same amount of money to the venture that Plaintiff contributed if Plaintiff agreed to sell one of his properties. Plaintiff reluctantly approved the sale of one property and as Rigollet was the acting manager of NIPAMA, LLC, the entity which held Plaintiff's properties, Rigollet sold the property without showing Plaintiff any paperwork from the sale (purchase contract, settlement statement, etc.) even though Plaintiff asked to see it. Plaintiff suspects and believes that Rigollet would not show Plaintiff the paperwork as he financially benefitted from this sale illegally while acting as a manager (fiduciary) to NIPAMA, LLC.

19 45. Plaintiff is informed and believes, and thereon alleges, that the aforementioned real 20 estate was sold for less-than market value not at "arm's length" to an interested party of Rigollet 21 and Boris. Plaintiff is further informed and believes, and thereon alleges, that such is the direct 22 result of fraud on the part of Rigollet and Boris designed to deprive him of his ownership interest 23 in the properties while simultaneously benefiting Defendants in an unfair manner.

46. Through the sale of property and all the additional wires sent by Plaintiff to
Rigollet as a result of the high-pressure communications demanding more money to prevent
Plaintiff from losing his investment, Plaintiff invested \$450,000.00 with Rigollet for Le Macaron,
with the belief that Rigollet had invested the same, being 50/50 partners.

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47. Plaintiff began to grow suspicious of Rigollet and the alleged need for money to

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cover alleged cost overruns. He was concerned Bydoo and/or Rigollet may not have contributed their \$450,000.00 share to the business venture. However, each time Plaintiff requested to see the financial records and books of the company, Rigollet made excuses as to why he could not provide them. To date, Plaintiff has never seen his own business venture's financial records.

48. The Galleria location opened on or about August 15, 2015, significantly late and vastly over budget.

49. The Venetian location opened on or about September 20, 2015, also significantly late and vastly over budget.

50. At roughly the same time, Rigollet intentionally slandered Plaintiff to the 10 franchisor, claiming Plaintiff had "abandoned" the venture, which was patently untrue.

51. The venture obtained a health department license prior to the opening of the two (2) restaurants.

52. All parties were excited about the venture and believed they would be very lucrative, especially after the openings as the franchisor reported that it was the best recorded opening of any other Le Macaron franchise to date.

16 53. Then, on or about September 24, 2015, just after the openings, Rigollet met with 17 Plaintiff in person and told Plaintiff that he no longer wished to work with him and that he wanted 18 to buy him out. It was at this meeting that Rigollet made the following misrepresentations to 19 Plaintiff: (1) that, pursuant to their agreement, Rigollet reaffirmed that he had invested the same 20 amount of money into the venture that Plaintiff had, (2) Rigollet told Plaintiff that since Plaintiff 21 didn't have enough money to buy out Rigollet's interest in Le Macaron, that Plaintiff had to 22 accept Rigollet's offer to buy Plaintiffs interest out and that if he didn't agree, Rigollet would 23 withdraw from the company and, since the health department required a Nevada resident for its 24 health license, if Plaintiff were left as the sole owner and someone (and Rigollet pointed to 25 himself) called the health department and reported it, the health department would shut the 26 business down, effectively forcing Plaintiff into believing he had to sell his shares in the company to Rigollet or that the business would be shut down and Plaintiff would lose his investment, (4) 27 28 Rigollet represented that he would provide an accounting to Plaintiff showing the value of the

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assets, the amount of liabilities, and the investments made into the company prior to issuing Plaintiff a buyout amount, which Rigollet never provided, (5) Rigollet told Plaintiff that he would buy out Plaintiff's interest using Bydoo, LLC, as Bydoo owned several valuable real estate properties that would effectively serve as "collateral" on the note Rigollet would give him for his interest in Le Macaroon, (6) Rigollet told Plaintiff that the Note would be structured to aggressively make large payments to Plaintiff and that he would have it paid off in less than a year.

54. Plaintiff felt blindsided at this meeting as the parties were jovially socializing just the day before discussing how successful the venture would be, and Plaintiff believed that if he didn't sell his interest to Rigollet, Rigollet would withdraw his interest and report the business to the health department to shut it down and Plaintiff would lose everything.

55. Additionally, although Plaintiff felt that he was being pushed out intentionally, he believed that Rigollet had several valuable properties owned by Bydoo, LLC and that Rigollet would make all the payments on the Note to buy out Plaintiff's interest allowing Plaintiff to recover some of his investment.

56. From August 2013 to December 2015 Rigollet took money from NIPAMA, LLC, to pay for Rigollet's personal expenses on his own properties, which belonged solely to Plaintiff.

57. Under duress due to Rigollet's intentional false statement regarding the status of the health department license, knowing he could not relocate from Europe to oversee the stores, believing that Bydoo owned several valuable properties that far exceeded the amount of the buyout, and being essentially "fed up" with the lies and misrepresentations made by Rigollet and Boris during the construction process, especially by always making excuses as to why Plaintiff could not see the financial records and books, Plaintiff agreed to sell his share of the venture to Rigollet and Bydoo.

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IV. Plaintiff Sells His Interest In The Venture To Bydoo (Rigollet).

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26 58. On or about September 29, 2015, Defendants, in exchange for Plaintiff's
27 ownership interest, executed a LLC Membership Purchase Agreement ("Agreement"), attached

hereto as Exhibit "1", wherein the Defendants agreed to pay the Plaintiff the principal sum of
 \$360,000.00 in installment agreements over a period of 9 months.

59. The Agreement required payments to be made from the Defendants to the Plaintiff according to the payment schedule, which follows: \$100,000.00 to be paid no later than October 31, 2015; \$50,000.00 to be paid no later than November 15, 2015; \$70,000.00 to be paid no later than February 28, 2016; and the remaining balance of \$140,000.00 to be paid no later than June 30, 2016.

8 60. Pursuant to the Agreement, Plaintiff assigned the ownership interest to the
9 Defendants on September 29, 2015.

10 61. To date, Defendants have never made one single payment according to the11 Payment schedule.

62. Plaintiff is informed and believes, and hereon allege, that Defendants never intended to make a payment according to the Agreement, nor did Defendants intend fulfill their end of the Agreement.

63. Plaintiff is informed and believes, and hereon alleges, that Defendants specifically intended to defraud Plaintiff of his ownership interest in all the manners identified and described above and that Plaintiff relied on the material misrepresentations of the Defendants in entering into the aforementioned Agreement which resulted in damages to the Plaintiff.

19 64. Plaintiff has tried to contact the Defendants numerous times but Defendants have20 not responded to Plaintiff.

21 65. Defendants are in breach of the Agreement because the Defendants have not made
22 one single payment according to the payment schedule in the Agreement and have not paid the
23 entire purchase price of \$360,000.00.

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V. Bydoo LLC, Fraudulent Conveys Numerous Properties to Tahican, LLC

25 66. The Nevada Secretary of State business entity information revealed Jean-Francois
26 Rigollet as the registered agent, and Boris Yakubczack and Jean Rigollet as the managers of
27 Tahican, LLC.

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4	adequate cons	sideration, and therefore Plaintiff justifiably relied on Defendants fraudulent actions
5	to sell his inte	erest in Le Macaron.
6	69.	In anticipation and throughout the pending litigation, Defendant Bydoo LLC
7	fraudulently t	ransferred the properties to Tahican, LLC without adequate consideration.
8	70.	From January 8, 2016, to February 3, 2017, Defendant Bydoo, LLC quitclaimed
9	multiple prop	perties to Tahican, LLC, fraudulently divesting Bydoo, LLC of any assets., and
10	Tahican LLC	then sold the properties to various third parties, attached hereto as Exhibit "2".
11	71.	Tahican, LLC has commenced selling properties relied on by Plaintiff for the note.
12	72.	Plaintiff seeks resolution of his claims once and for all by a court of competent
13	jurisdiction.	
14	73.	Plaintiff has sustained damages in excess of \$15,000.00 as a result of Defendants
15	failure to abid	le by the terms of the Agreement.
16	74.	Plaintiff has been forced to hire an attorney to prosecute this action and therefore
17	seeks recover	y of his attorneys' fees and court costs.
18		<u>FIRST CLAIM FOR RELIEF</u> (Breach of Contract)
19	(As Agai	nst Defendants Jean Francois Rigollet, Le Macaron, LLC, and Bydoo, LLC)
20	75.	Plaintiff incorporates the allegations in the preceding paragraphs as though fully
21	set forth herei	
22	76.	Plaintiff and Defendants entered into a valid and existing contract (the Agreement)
23		Defendant agreed to pay the Plaintiff as set forth herein.
24	77.	Defendants breached the contract by failing to pay any of the scheduled payments
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Plaintiff relied on the solvency of Defendant Bydoo, LLC with numerous

Plaintiff transferred over his 50% ownership interest in Le Macaron without

properties as its assets to secure a note until the note was paid off.

3 Defendants. 79. 4 As a direct and proximate consequence of the foregoing, Plaintiff has suffered 5 damages in excess of \$15,000.00. 6 80. Plaintiff has been forced to hire an attorney to prosecute this action and therefore 7 seeks recovery of his attorneys' fees and court costs pursuant to the law. SECOND CLAIM FOR RELIEF 8 **Declaratory Relief** 9 (Against All Defendants) 10 81. Plaintiff incorporates the allegations in the preceding paragraphs as though fully 11 set forth herein. 12 82. A dispute has arisen, and actual controversy now exists between Plaintiff and 13 Defendants, including DOES 1-10 and ROE CORPORATIONS 1-10, and each of them, as to 14 their rights and liabilities with respect to the Agreement, including the rights Plaintiff is claiming 15 pursuant to the Agreement. Plaintiff claims a right to Defendants' personal property. Plaintiff 16 seeks a declaration from the Court that Tahican LLC's assets are in fact Bydoo LLC's assets and 17 are subject to collection by Plaintiffs. Defendants dispute Plaintiff's claims. Therefore, an actual 18 controversy exists relative to the legal duties and rights of the respective parties, which Plaintiff 19 requests the Court to resolve. 20 83. All of the rights and obligations of the parties arose out of one series of events or 21 happenings, all of which can be settled and determined in a judgment in this one action. Plaintiff 22 alleges that an actual controversy exists between the parties under the circumstances alleged. A 23 declaration of rights, responsibilities and obligations of the parties is essential to determine their 24

Plaintiff has performed all conditions, covenants, and promises required by

Plaintiff pursuant to the aforementioned Agreement by transferring his ownership interest to the

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remedy at law of any kind.

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84. Plaintiff has been forced to hire an attorney to prosecute this action and therefore seeks recovery of his attorneys' fees and court costs pursuant to the law.

respective obligations in connection with the Agreement. Plaintiff has not a true and speedy

1	THIRD CLAIM FOR RELIEF
2	(Contractual Breach of the Covenant of Good Faith and Fair Dealings)
3	(As Against Defendants Jean Francois Rigollet, Le Macaron, LLC, and Bydoo, LLC)
4	85. Plaintiff incorporates the allegations in the preceding paragraphs as though fully
5	set forth herein.
6	86. Plaintiff and Defendants entered into a valid contract whereby Defendants
7	promised to pay the Plaintiff pursuant to the terms of the Agreement.
8	87. Every contract possesses an implied and expressed covenant that the parties to the
9	Agreement would act in good faith and deal fairly with the parties to the Agreement.
10	88. Plaintiff performed all conditions pursuant to the Agreement and transferred
11	Plaintiff's ownership interest to Defendants monies at the time of contract formation and all other
12	conditions, covenants, and promises pursuant to the aforementioned Agreement with the
13	Defendants.
14	89. Defendants breached the duty owed the Plaintiff when the Defendants in violation
15	of the covenants and conditions stated in the Agreement, failed to perform pursuant to the
16	Agreement by not paying the Plaintiff when their performance became due and owing.
17	90. As a direct result of the Defendants breach of the written agreement, the Plaintiff
18	has suffered damages as a direct and proximate consequence in an amount in excess of
19	\$15,000.00.
20	91. Plaintiff has been forced to hire an attorney to prosecute this action and therefore
21	seeks recovery of his attorneys' fees and court costs pursuant to the law. FOURTH CLAIM FOR RELIEF
22	(Unjust Enrichment)
23	(As Against Defendants Jean Francois Rigollet, Le Macaron, LLC, and Bydoo, LLC)
24	92. Plaintiff incorporates the allegations in the preceding paragraphs as though fully
25	set forth herein.
26	93. Plaintiff alleges that the Defendants have been unjustly enriched, because
27	Defendants enjoy a 100% ownership interest in Defendant LE MACARON, LLC without paying
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for 50% of that interest. Plaintiff's ownership interests were transferred to the Defendants and the
 Defendants intentional or negligent breach of the Agreement has caused financial harm to the
 Plaintiff.

94. As a direct result of the Defendants' breach of the written contract resulting in the Defendants being unjustly enriched, the Plaintiff has suffered damages as a direct and proximate consequence in an amount in excess of \$15,000.00.

95. Plaintiff has been forced to hire an attorney to prosecute this action and therefore seeks recovery of his attorneys' fees and court costs pursuant to the law.

FIFTH CLAIM FOR RELIEF

(Fraudulent Misrepresentation)

(As Against Defendants Jean Francois Rigollet, Le Macaron, LLC, and Bydoo, LLC)

96. Plaintiff incorporates the allegations in the preceding paragraphs as though fully set forth herein.

97. Prior to the transfer of Plaintiff's ownership interest, Defendants made fraudulent representations to Plaintiff regarding Defendant Rigollet's and consequentially Bydoo's investment in the venture, threats of withdrawal and cancellation of the health license, an accounting, and that Bydoo's buyout of Plaintiff's shares would be secured by the substantial assets of Bydoo until the note was paid off. As alleged above, Defendants made further misrepresentations regarding the creation of the entity and control of the same for the properties that Plaintiff purchased. Further, Defendants made misrepresentations regarding the sale of Plaintiff's bank accounts.

98. Defendants knew that the foregoing misrepresentations were false and intended to induce Plaintiff to act on the misrepresentation.

99. Plaintiff would not have transferred over his 50% ownership interest in Le Macaron without adequate consideration, and therefore Plaintiff justifiably relied on Defendants fraudulent representations to sell his interest in Le Macaron.

100. As a direct and proximate result of Defendants acts and omissions, Plaintiff has suffered and will continue to suffer direct, incidental, and consequential damages in an amount to

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be proven at trial, but in any event in excess of \$15,000.00, plus prejudgment interest.

2 Defendants acted willfully and maliciously, and with oppression, fraud, or malice, 101. 3 and as a result of Defendants wrongful conduct, Plaintiff is entitled to an award of exemplary or 4 punitive damages.

102. Plaintiff has been forced to hire an attorney to prosecute this action and therefore seek recovery of his attorney's fees and costs pursuant to the law.

SIXTH CLAIM FOR RELIEF

(Fraud)

(As Against All Defendants)

103. Plaintiff incorporates the allegations in the preceding paragraphs as though fully set forth therein.

Plaintiff relied on the solvency of Defendant Bydoo, LLC with numerous 104. properties as its assets to secure a note until the note was paid off.

Plaintiff transferred over his 50% ownership interest in Le Macaron without 105. adequate consideration, and therefore Plaintiff justifiably relied on Defendants fraudulent actions to sell his interest in Le Macaron.

106. From January 8, 2016, to February 3, 2017, Defendant Bydoo, LLC quitclaimed multiple properties to Tahican, LLC, fraudulently divesting Bydoo, LLC of any assets.

107. As a direct and proximate result of Defendants acts and omissions, Plaintiff has suffered and will continue to suffer direct, incidental, and consequential damages in an amount to be proven at trial, but in any event in excess of \$15,000.00, plus prejudgment interest.

108. Defendants acted willfully and maliciously, and with oppression, fraud, or malice, and as a result of Defendants wrongful conduct, Plaintiff is entitled to an award of exemplary or punitive damages.

109. Plaintiff has been forced to hire an attorney to prosecute this action and therefore seek recovery of his attorney's fees and costs pursuant to the law.

1	SEVENTH CLAIM FOR RELIEF
2	(Piercing the Corporate Veil)
3	(Against Jean Francois Rigollet)
4	110. Plaintiff incorporates the allegations in the preceding paragraphs as though fully
5	set forth therein.
6	111. Rigollet is the sole manager and owner of Le Macaron and Bydoo and one of the
7	two managers of Tahican, LLC, with Boris Jakubczack as the other manager.
8	112. There is such unity of interest and ownership between Le Macaron/Bydoo/Tahican
9	and Rigollet that they are inseparable from each other.
10	113. Rigollet set up and established these entitles with the intent to shield himself from
11	personal liability from his own personal business ventures as an individual with the intent to
12	further his fraud upon the Plaintiff.
13	114. Rigollet represented to Plaintiff that he was going to buy Plaintiff's interest in Le
14	Macaron using Bydoo as Bydoo had substantial assets to secure the note until it was paid off.
15	115. Rigollet misused the protections of a limited liability company by self-dealings
16	such as, comingling funds, funneling money to himself through these entities for his own personal
17	gain as if these entities were merely hollow shells with no real assets or investors.
18	116. All of the profits derived through Le Macaron and Bydoo flow directly to Rigollet;
19	therefore, both entities are merely the alter egos to the Rigollet.
20	117. Adherence to the corporate fiction of a separate entity would promote a manifest
21	injustice or fraud against Plaintiff because Plaintiff never received any consideration in exchange
22	for his ownership interest.
23	118. As a natural and proximate result of Rigollet using the above stated Defendant
24	entities as direct result of Rigollet's breaches of written agreements and fraudulent activities,
25	Plaintiff has suffered damages as a direct and proximate consequence in an amount in excess of
26	\$15,000.00.
27	119. Plaintiff has been forced to hire an attorney to prosecute this action and therefore
28	seeks recovery of his attorneys' fees and court costs pursuant to the law. 16

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1	EIGHTH CLAIM FOR RELIEF	
2	(Conversion)	
3	(As Against All Defendants)	
4	120. Plaintiff incorporates the allegations in the preceding paragraphs as though	ı fully
5	set forth therein.	
6	121. Plaintiff relied on the solvency of Defendant Bydoo, LLC with num	nerous
7	properties as its assets to secure a note until the note was paid off.	
8	122. Plaintiff transferred over his 50% ownership interest in Le Macaron w	vithout
9	adequate consideration, and therefore Plaintiff justifiably relied on Defendants fraudulent a	actions
10	to sell his interest in Le Macaron.	
11	123. In anticipation and throughout the pending litigation, Defendant Bydoo	LLC
12	fraudulently transferred the properties to Tahican, LLC.	
13	124. From January 8, 2016, to February 3, 2017, Defendant Bydoo, LLC quitel	aimed
14	multiple properties to Tahican, LLC, fraudulently divesting Bydoo, LLC of its assets.	
15	125. Tahican, LLC has commenced selling properties relied on by Plaintiff for the	note.
16	126. As a direct and proximate result of Defendants acts and omissions, Plaint	iff has
17	suffered and will continue to suffer direct, incidental, and consequential damages in an amo	ount to
18	be proven at trial, but in any event in excess of \$15,000.00, plus prejudgment interest.	
19	127. Defendants acted willfully and maliciously, and with oppression, fraud, or r	nalice,
20	and as a result of Defendants wrongful conduct, Plaintiff is entitled to an award of exemple	lary or
21	punitive damages.	
22	128. Plaintiff has been forced to hire an attorney to prosecute this action and the	erefore
23	seek recovery of his attorney's fees and costs pursuant to the law.	
24	<u>NINTH CLAIM FOR RELIEF</u> Fraudulent Transfer	
25	(As Against All Defendants)	
26	129. Plaintiff incorporates the allegations in the preceding paragraphs as though	a fully
27	set forth therein.	Tuny
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130. Plaintiff relied on the solvency of Defendant Bydoo, LLC with numerous properties as its assets to secure a note until the note was paid off.

131. Plaintiff transferred over his 50% ownership interest in Le Macaron without adequate consideration, and therefore Plaintiff justifiably relied on Defendants fraudulent actions to sell his interest in Le Macaron.

132. In anticipation and throughout the pending litigation, Defendant Bydoo LLC fraudulently transferred the properties to Tahican, LLC.

133. From January 8, 2016, to February 3, 2017, Defendant Bydoo, LLC quitclaimed multiple properties to Tahican, LLC, fraudulently divesting Bydoo, LLC of any assets and did not receive adequate consideration for the same. This was done with the intent to hinder, delay and defraud Plaintiff's abilities to collect the assets of Bydoo, LLC.

134. Tahican, LLC has commenced selling properties relied on by Plaintiff for the note.

135. As a direct and proximate result of Defendants acts and omissions, Plaintiff has suffered and will continue to suffer direct, incidental, and consequential damages in an amount to be proven at trial, but in any event in excess of \$15,000.00, plus prejudgment interest.

16 136. Defendants acted willfully and maliciously, and with oppression, fraud, or malice,
17 and as a result of Defendants wrongful conduct, Plaintiff is entitled to an award of exemplary or
18 punitive damages.

19 137. Plaintiff has been forced to hire an attorney to prosecute this action and therefore20 seek recovery of his attorney's fees and costs pursuant to the law.

WHEREFORE, Plaintiff prays as follows:

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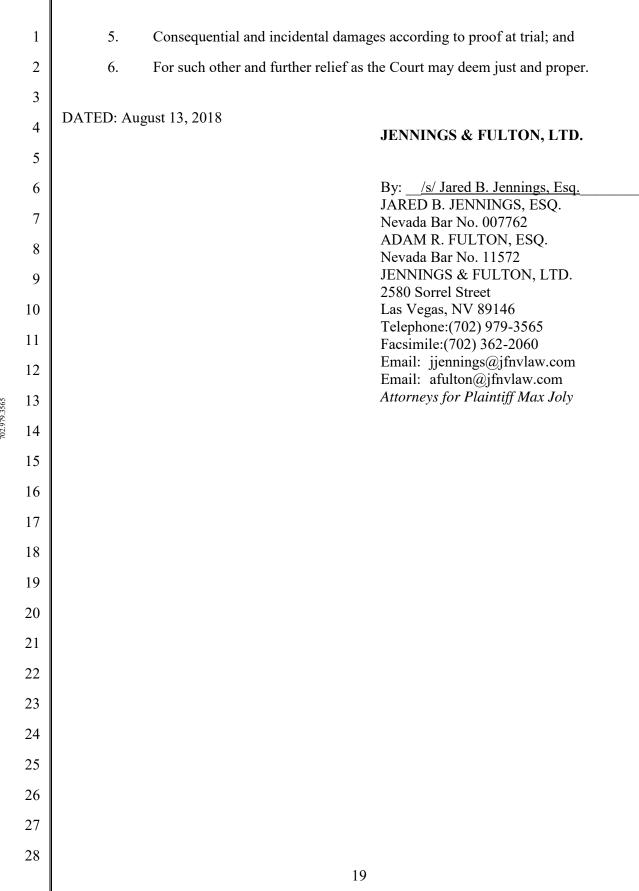
1. For a declaration of rights and obligations as between Plaintiff and Defendants;

23 2. For judgment against Defendants for damages in an amount in excess of
24 \$15,000.00, together with interest thereon until entry of judgment;

3. For an award of punitive damages against Defendants for the fraudulent transfers
in an amount in excess of \$15,000.00, together with interest thereon until entry of judgment;

27 28 fees; 4.

For entry of an order compelling Defendants to pay Plaintiff's costs and attorneys'



1	CERTIFICATE OF SERVICE
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3	Pursuant to NRCP 5(b) and EDCR 7.26, I hereby certify that on the 13 th day of August
4	20186, I served a true and correct copy of the foregoing Plaintiff's SECOND AMENDED COMPLAINT by direct email through the Court's electronic filing system and prepaid first-
5	class postage, to the persons and address listed below:
6	
7	JEAN FRANCOIS RIGOLLET LE MACARON LLC
8	BYDOO LLC
9	2003 Smoketree Village Circle Henderson, NV 89012
10	Pro Se
11	
12	/s/ Vicki Bierstedt
13	
14	Employee of the Law Firm of Jennings & Fulton, Ltd.
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JENNINGS & FULTON, LTD. 2580 Sorrel Street Las Vegas, NV 89146 702.979.3565

EXHIBIT "1"

This Purchase Agreement is entered into on September 29th 2015, between Max JOLY, a married man (the "Sailer"), and BYDOO LLC, a Nevada LLC (the "Buyer").

RECITAIS

 $(\cdot)_{\mathbf{k}}$

A. Seller is a member in LE MACARON LLC, a Nevada limited liability company (the "Company");

B. The business and alfairs of the Company are governed by an Operating Agreement dated July 9th 2014 made between the members of the Company (the "Operating Agreement");

C. Seller owns a 50% membership interest in the Company (the "Membership Interest");

D. Seller desires to sell and Buyer desires to purchase the Membership Interest in accordance with the terms of this Agreement. In consideration of the mutual promises, representations, warranties, and covenants contained in this Agreement, the Parties agree as https://www.commun.com/particle/accord follows:

1. Purchase and Sale of Membership Interest. Subject to the terms and conditions of this Agreement, Buyer agrees to purchase from Seller, and Seller agrees to sell to Buyer, Seller's Membership Interest in the Company. In consideration thereof, Buyer agrees to pay to Seller \$350,000.00 (three hundred and sixty thousand dollars) as the shares price and balance of his owner account (balance of \$437,900 as of September 29^a 2015). Payment is schedule as follow: \$100,000.00 (one hundred thousand dollars) to be wire to seller no later than October 31st 2015, \$50,000.00 (first thousand dollars) to be wire to seller no later than November 15^a 2015, \$70,000.00 (seventy thousand dollars) to be wire to seller no later than Seller no later than Seller no later than 30^a 2016. This depreciation is due and agrees by all parties because of the high defict of the company at the time of transaction.

The closing of the transactions contemplated by this Agreement (the "Closing") shall take place at the offices of LE MACARON LLC, at 2003 Smoketree Village Cr. Henderson, Nevada on September 29th 2015.

Representations and Warranties of Seller. Seller represents and warrants to Buyer as of the date of this Agreement and as of

3. Representations and warranties of Seller, Seller represents and warrants to bore or a use of the select select select select the Costing that:
a) Seller has full power and authority to execute and deliver this Agreement and to perform Seller's obligations under it, and that this Agreement constitutes the valid and legally binding obligation of Seller, anforceable in accordance with its terms and consideration.
b) Neither the execution and delivery of this Agreement nor the consummation of the classications contemplated by it will constitute a default under or require any notice under any agreement other than the Operating Agreement to which Seller is a party or by which Seller is bound.
c) Seller holds of record, and owns beneficially, the Membership Interest, free and clear of any restrictions on transfer (other than any restrictions under the Operating Agreement to applicable law), taxes, security interests, options, warrants, purchase rights, and the sentence of the security interests, options, warrants, purchase rights, warrants, purchase rights, security interests, options, warrants, purchase rights,

racts, commitments, equities, claims, or demands.

Representation and Warranties of Buyer. Buyer represents and warrants to Selier as of the data of this Agreement and as of

4. Representation and womanies of object upper taplections and warmane of an extra perform Buyer's obligations under it, and that the Cosing that:

a) Buyer has full power and authority to execute and deliver this Agreement and to perform Buyer's obligations under it, and that this Agreement constitutes the valid and legally binding obligation of Buyer, enforceable in accordance with its terms and consideration.
b) Neither the execution and delivery of this Agreement nor the consummation of the transactions contemplated by this Agreement will constitute a default under or require any notice under any agreement to which Buyer is a party or by which Buyer is bound.

5. Investment Intent of Buyer. Buyer acknowledges that the Membership Interest has not been, and will not be, registered under the Federal Securities Act of 1933, or under any state securities laws, and is being sold in reliance upon federal and state exemptions for transactions not involving any public offering. Further, Buyer is acquiring the Membership Interest solely for Buyer's own account for investment purposes only, and not with a view to further sale or distribution. Buyer is a sophisticated investor with knowledge and experience in business and financial matters and has received the information concerning the Company and the Membership Interest.

6. Closing Covenants and Conditions. Each of the Parties will use their reasonable best elforts to take all actions and to do all things necessary to consummate and make effective the transactions contemplated by this Agreement. In furtherance thereof, Sellar's reasonable best efforts to obtain the consents of the other members of the Company to the sale of the Membership Interest contemplated by this Agreement in the time and manner regulated by the Operating Agreement and applicable law. Seller will use Seller's reasonable best efforts to cause the Company to permit Buyer to have full access at all reasonable dimes, end in a manner use Seller's reasonable best efforts to cause the Company to permit Buyer to have full access at all reasonable dimes, end in a manner so as not to Interfore with the normal business operations to the Company, to all premises, personnel, books, records, and contracts of and pertaining to the Company. Buyer will reat and hold such Information in trut will will not will not use any of this Information except in connection with this Agreement, and, if this Agreement is terminated for whatever reason, Buyer will return to the Company all such information and any and all copies.

The obligation of Buyer to consummate the transactions contemplated by this Agreement is subject to satisfaction of the

7. The obligation of acyet to Unsummate the exception of the expects at the Closing;
c) There shall not be any infunction, judgment, order, decree, ruling, charge, or matter in effect that prevents or may prevent consummation of any of the transactions contemplated by this Agreement; and "As-Is" Sale. Except for the exampte to by Seller in By Seller in the Seller is a first of this Agreement; and what access and acyet to the Membership Interest, the Company, or any of the business and properties of the Company, and Buyer assumes any and the exception the exampted therewith. respect to the Membership Interest, all of the risks associated therewith.

8. Limited Indemnity by Seller. Seller shall indemnify, hold harmless, and defend Buyer from and against any and all itability arising at any time Seller owned the Membership Interest, for Seller's default in Seller's promise to make a contribution to the Company, or if Seller has accepted or received a distribution with knowledge of facts indicating that it was in violation of the Operating Agreement of Seller has accepted or received a distribution with knowledge of facts indicating that it was in violation of the Operating Agreement or epplicable law.

9. Terms of Operating Agreement. From and after Closing and at all times that Buyer is a member of the Company, Buyer shall be bound by all of the terms and conditions of the Operating Agreement.

De bound by all of the terms and conurdons of the operating Agreement.
10. Covenant Not to Compete; Promise of Confidentiality. Until December 31⁴ 2019, Seller shall not, directly or indirectly, compete with the Company in any respect, engage in any business or enterprise offering any products or services Identical to, similar to, or competitive with any products or services that have been, or may hereafter be differed by the Company; or contact, solicit, or attempt to contact or solicit for any purpose, any past, present, or future customer, employee, or supplier of the Company. Future, et all lines Seller shall not use or disclose any intollectual property, trade secrets or information, knowledge, or data relating in any way to the past, present, or future business affairs, conditions, customers, efforts, employee, or properties, pasted by money and os straining from a beach of any provision under this Paragraph may not be reasonably and equitably compensated by money damages. Therefore, Seller agenes that in the case of any such breact, Company furtilex addition to any and all other additional remediates that Company may be entitled to at any prohibite addition of may and all other addition any provision under this Paragraph may not be the activitates instrained or the geographical extent of any provision or this Paragraph is unenforceable or invalid due to the corpo of the activitae siturial any and all other addition to any provision or this expressing intend, agree, and stipulate that under such dromstanes, the provisions of this expressing interact, the fullest extent and scope permitted by law. The parties also agree to be bound by any judicial modifications to these provisions that any court of competent fursicition may may be appropriate activity, which existed to a the orangeness that genes and additions to any addition to any provision of this Paragraph is unenforceable or invalid due to the corpo of the activities also agree to be bound by any judicial modifications to these provisions

Paragraph. This article is limited to the State of Nevada.

11. Non-assign ability. This Agreement shall not be assignable by any Party without the prior written consent of the other Party. 12,

Applicable Law. This Agreement shall be governed by and construed in accordance with the laws of the State of NEVADA.

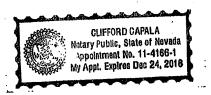
13. Entire Agreement. This Agreement, including any attached exhibits, embodies the entire agreement and understanding of the Parties with respect to its subject matter and supersedes all prior discussions, agreements, and undertakings between the Parties. The parties have executed this Agreement on the date listed on the first page.

Max JOLY BYDOO LLC Jean-François, Mana STATE OF NEVADA)

) ss. County of Clark)

On day of SEPT- 29 , 2015 personally appeared before me, a Notary Public, personally known or proven to me to be the person(s) whose name(s) is/are subscribed to the above instrument who acknowledged that he/she/they executed this instrument for the purposes therein

contained. Nota ihi



STATE OF NEVADA)) ss. COUNTY OF CLARK)

On day of Sはアチ しり , 2015 personally appeared before me, a Notary Public, personally known or proven to me to be the person(s) whose name(s) is/are subscribed to the above instrument who acknowledged that he/she/they executed this instrument for the purposes therein

contained. otary/ ub

CLIFFORD CAPALA Notary Public, State of Nevada Appointment No. 11-4166-1 My Appt. Expires Dec 24, 2018

ASSIGNMENT OF MEMBERSHIP INTERESTS

For good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, Max JOLY, a married man (hereinafter referred to as "Assignor"), hereby assigns, setsover and transfers to BYDOO LLC, a NEVADA limited liability company (hereinafter referred to as "Assignee"), effective as of the date hereof, all of Assignor's membership interests in LE MACARON LLC and its series, a NEVADA limited liability company (the "LLC"), being a fifty percent (50%) membership interest, leaving Assignor without an interest in said LLC, and Assignce hereby accepts such assignment, as provided under the LLC Membership Purchase Agreement dated September 29th 2015 between Assignor and Assignee (the "Agreement").

TO HAVE AND TO HOLD the same unto the Assignee, its respective successors and assigns forever; and Assignor does for itself, and its successors and assigns, covenant and agree with Assignee to specifically warrant and defend title to the said membership interests assigned hereby unto the Assignee, its successor and assigns, against any and all claims thereto by whomsoever made by or through the Assignor; and Assignor does, for itself, and its successors and assigns, warrant and represent to the Assignee that the title conveyed is good, its transfer is rightful; that no consent or approval by any other person or entity is required for the valid assignment by the Assignor to the Assignee of the membership interests referenced herein; and that the membership interests are, have been, and shall be delivered free and clear from any security interest or other lien or encumbrance; and Assignor does, for itself, and its successors and assigns, warrant and represent to the Assignee thatthere are no attachments, executions or other writs of process issued against the membership interests conveyed hereunder; that it has not filed any petition in bankruptcy nor has any petition in bankruptcy been filed against it; and that it has not been adjudicated a bankrupt; and Assignor does, for itself, and its successors, and assigns, warrant that it will execute any such further assurances of the foregoing warranties and representations as may be requisite.

Max JOLY BYDOO LLC

STATE OF NEVADA)) ss. COUNTY OF CLARK)

On day of Son. 9, 2015 personally appeared before me, a Notary Public, personally known or proven to me to be the person(s) whose name(s) is/are subscribed to the above instrument who acknowledged that he/sne/shey executed this instrument for the purposes therein contained.

tary PL



STATE OF NEVADA)) ss. COUNTY OF CLARK

On day of SEPT · 29, 2015 personally appeared before me, a Notary Public, personally known or proven to me to be the person(s) whose name(s) is/are subscribed to the above instrument who acknowledged that he/shyfiney executed this instrument for the purposes therein contained.

CLIFFORD CAPALA Ndtary Publ otary Public, State of Nevada Appointment No. 11-4166-1 My Appl. Expires Dec 24, 2018

EXHIBIT "2"

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Search Results Print

You searched under: Ownership for: bydoo with the document types of: Ownership Documents between: 1/1/1900 and 6/29/2017

Records found: 20

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rom	<u>BYDOO</u> <u>LLC</u>	SAND VALLEY VEGAS LLC	201412050001243	DEED .		12/5/2014 10:23:11 AM	140- 23- 217- 099	NOTARY PAGE PG3	50000,0000
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6/29/2017

Search Results Print

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Page 2 of 2

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EXHIBIT "8"

EXHIBIT "8"

JENNINGS & FULTON, LTD. JENNINGS & FULTON, LTD. 2580 Soriel Street Las Vegas, NV 89146 702,979 3565	1 2 3 4 5 6 7 8 9 10 11 12 13 14 15 16 17 18 19 20 21 22 23 24 25 26 27 28	CLARK COU MAX JOLY, an individual Plaintiff, vs. JEAN FRANCOIS RIGOLLET, an individual; LE MACARON LLC, a Nevada Limited Liability Company; BYDOO LLC, a Nevada Limited Liability Company; TAHICAN, LLC, a Nevada Limited Liability Company; DOES 1 – 10 and ROE CORPORATIONS 1-10, Defendants. COMES NOW Plaintiff, Max Joly, individ Jared B. Jennings, Esq. and Adam R. Fulton, Esc hereby files this Opposition to Defendant Rigoll ("Opposition").	

This Opposition is made and based upon the papers and pleadings on file herein, the attached Memorandum of Points and Authorities, and any oral argument the Court may entertain at the time of the hearing on this motion.

MEMORANDUM OF POINTS AND AUTHORITIES

I. FACTUAL BACKGROUND

Plaintiff filed his Second Amended Complaint on August 13, 2018. Plaintiff asserts claims against the Defendants for Breach of Contract, Declaratory Relief, Breach of the Covenant of Good Faith and Fair Dealing, Unjust Enrichment, Fraudulent Misrepresentation, Fraud, Piercing the Corporate Veil, Conversion, and Fraudulent Transfer.¹

Between 2012 and 2015, Rigollet repeatedly made false representations to Plaintiff which resulted in Plaintiff putting several hundred thousand dollars into a joint business venture (Le Macaron LLC) with Rigollet and his company, BYDOO LLC.² Eventually (after defrauding Plaintiff of several hundred thousand dollars), Rigollet met with Plaintiff and told Plaintiff that he no longer wished to work with him.³ Utilizing further fraudulent misrepresentations and patent threats, Rigollet coerced Plaintiff into selling his 50% share of the joint venture to Rigollet. On or about September 29, 2015, Defendants, in exchange for Plaintiff's ownership interest in Le Macaron LLC, executed a LLC Membership Purchase Agreement ("Agreement"), wherein the Defendants agreed to pay the Plaintiff the principal sum of Three Hundred and Sixty Thousand Dollars (\$360,000.00) in installment agreements over a period of 9 months.⁴ The payment structure is set forth in the Complaint.⁵ Plaintiff fulfilled his obligations under the Agreement and

See Second Amended Complaint attached hereto as Exhibit "1."

² In the interest of brevity, rather than re-stating each act of wrongdoing on the part of Rigollet and the other 26 Defendants, please see Plaintiff's Compl., generally.

27 ³ Plaintiff's Compl. at \P 53.

⁴ *Id.* at \P 58. 28

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⁵ Id. at ¶ 59.

1 assigned his ownership interest to the Defendants on September 29, 2015.⁶ The Defendants failed 2 to make even one payment on the Agreement to Plaintiff.⁷

Based on the Defendants breach of the Agreement, Plaintiff has been forced to bring this lawsuit to try to recoup the monies the Defendants defrauded him of. After Plaintiff initiated this 5 lawsuit, Defendants began fraudulently transferring properties and assets in an effort to render them judgment proof.⁸ Fortunately, Plaintiff learned of Defendants' scheme, and was able to record a Notice of Lis Pendens for one property located at 2003 Smoketree Village Circle, 9 Henderson, NV 89012 ("Property") on April 5, 2017.9 Now, 16 months after receiving the Notice 10 of Lis Pendens, Rigollet asks the Court to expunge the lis pendens. For the reasons set forth herein, Plaintiff submits that Rigollet's efforts to expunge the lis pendens are futile, and 12 respectfully request that the Court deny the Motion in its entirety.

II. **ARGUMENT AND POINTS OF AUTHORITIES**

Plaintiff's Notice of Lis Pendens is Proper Under NRS §14.015 A.

Rigollet's Motion is premised upon the incorrect belief that the Notice fails to satisfy the statutory requirements under NRS §14.015 (2) and (3), which provides in pertinent part as follows:

2. Upon 15 days' notice, the party who recorded the notice of pendency of the action must appear at the hearing and, through affidavits and other evidence which the court may permit, establish to the satisfaction of the court that:

- The action is for the foreclosure of a mortgage upon the real property (a) described in the notice or affects the title or possession of the real property described in the notice;
- The action was not brought in bad faith or for an improper motive; (b)
- The party who recorded the notice will be able to perform any (c) conditions precedent to the relief sought in the action insofar as it affects the title or possession of the real property; and
- The party who recorded the notice would be injured by any transfer of (d) an interest in the property before the action is concluded.
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- ⁶ Id. at ¶ 60. 27 ⁷ *Id.* at \P 61.

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Id. at ¶ 70-71.

28 ⁹ See, Notice attached to Motion as Exhibit "2."

1 In addition to the matters enumerated in subsection 2, the party who recorded 3. 2 the notice must establish to the satisfaction of the court either: 3 (a) That the party who recorded the notice is likely to prevail in the action: 4 That the party who recorded the notice has a fair chance of success on (b) 5 the merits in the action and the injury described in paragraph (d) of subsection 2 would be sufficiently serious that the hardship on him or 6 her in the event of a transfer would be greater than the hardship on the defendant resulting from the notice of pendency, and that if the party 7 who recorded the notice prevails he or she will be entitled to relief 8 affecting the title or possession of the real property. See, NRS §14.015. 9 As set forth herein, Plaintiff is able to satisfy all requirements under NRS §14.015 such that 10 the lis pendens is proper and Rigollet's motion should be denied. 11 1. Plaintiff's Lis Pendens Satisfies the Requirements of NRS §14.015(2) 12 The first requirement under NRS §14.015(2) is that the subject action is for the foreclosure 13 of a mortgage upon the real property described in the notice or affects the title or possession of the 14 real property described in the notice. Plaintiff acknowledges that the underlying claims do not 15 involve an actual foreclosure of the mortgage of 2003 Smoketree Village Circle, Henderson, NV 16 89012 ("Property"). However, contrary to Rigollet's assertion, the underlying claims do affect the 17 title or possession of the Property. 18 Plaintiff relies upon Levinson v. Eighth Jud. Dist., 109 Nev. 747 (Nev. 1993) for the general 19 proposition that: 20 21 [L]is pendens are not appropriate instruments for use in promoting recoveries in actions for personal or money judgments; rather, their office 22 is to prevent the transfer or loss of real property which is the subject of dispute in the action that provides the basis for the lis pendens.¹⁰ 23 While Plaintiff acknowledges that Levinson states the general law with regard to the 24 applicability of a lis pendens, *Levinson* also expressly acknowledges that "lis pendens may apply 25 to actions designed to avoid conveyances or transfers in fraud of creditors...".¹¹ Plaintiff 26 27 ¹⁰ Levinson, 109 Nev. at 750. 28 ¹¹ Id., at 752. 4

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respectfully submits that this matter is just the type of exception to the general law as recognized
 by the *Levinson* court.

The Ninth Claim for Relief in Plaintiff's Complaint entitled "Fraudulent Transfer" arises
out of the many fraudulent transfers of assets and properties by Rigollet and the other Defendants
in this matter to further effectuate the fraud over Plaintiff.¹² Nevada's version of the Uniform
Fraudulent Transfer Act ("UFTA") is codified at NRS §112.150, *et seq.*

7 The actual evaluation of the applicability of lis pendens with regard to fraudulent transfers 8 appears to be a matter of first impression in Nevada. Therefore, it is appropriate to look to outside 9 jurisdictions for guidance on the issue. Plaintiff submits that Arizona, Hawaii, and California have 10 codified comparable versions of the UFTA to Nevada's UFTA such that the guidance of courts in 11 those jurisdictions is informative and applicable.

Each of the aforementioned State's UFTAs provide rights to creditors (i.e., Plaintiff) against debtors (i.e., Rigollet) who evade their financial responsibilities. Each defines a creditor as "a person who has a claim."¹³ Each UFTA broadly defines the term "claim" to include "a right to payment, whether or not the right is reduced to judgment..."¹⁴ A creditor (i.e., Plaintiff) may "obtain...avoidance of a transfer...to the extent necessary to satisfy the creditor's claim."¹⁵

Specifically, a Hawaii Federal Court evaluating a scenario similar to that presented in this case denied a motion to expunge a lis pendens, ruling as follows:

[T]his Court finds that the instant action, in which Plaintiff makes fraudulent transfer claims under the HUFTA, seeking to avoid the transfer of real property to the extent necessary to satisfy Plaintiffs claims and/or to grant Plaintiff other relief under H.R.S. § 651C-7(a), is an appropriate subject of a lis pendens under the Hawaii doctrine of lis pendens, codified in H.R.S. § 634-51. A fraudulent transfer action seeking such relief is seeking statutory avoidance of a real property transfer; the Court finds that such an action is "concerning real property or affecting the title or the right of possession of real property" under H.R.S. § 634-51.

¹² *Plaintiff's Compl.*, at ¶129-137.

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27 13 See, NRS §112.150(4); Cal. Civ.Code §3439.01(c); ARS §44-1001(3); HRS §651C-1.

¹⁴ See, NRS §112.150(3); Cal. Civ.Code §3439.01(b); ARS §44-1001(2); HRS §651C-1.

^{28 15} See, NRS §112.210(1)(a); Cal. Civ.Code §3439.07(a)(1); ARS §44-1001(3); HRS §651C-7(1).

1 Under H.R.S. 651C-7(a)(1), the transfer is avoided to the extent necessary to satisfy the creditor's claim. Thus, to the extent necessary, title is 2 transferred back to the debtor/transferor pursuant to the statute to be sold to 3 satisfy the creditor's judgment, subject to any adjustment under H.R.S. § 651C-8(c). Accordingly, the creditor is entitled to a lis pendens under 4 Utsunomiya as the action is directly seeking to obtain title and possession 5 for the debtor/transferor. 6 Although the creditor/plaintiff is not directly seeking to obtain title for itself, it is enough that the creditor/plaintiff is directly seeking to obtain title for 7 the debtor, on the creditor/plaintiff's behalf. Thus, title to the property is at 8 issue in the action and could be directly affected if the plaintiff is successful.16 9 The Supreme Court of Arizona has further ruled as follows with respect to the applicability 10 11 of a lis pendens to fraudulent transfers: 12 The UFTA limits a creditor's rights against property taken by a "good faith transferee who took for value or from any subsequent transferee."...Thus, 13 a subsequent sale by a transferee without a lis pendens may cut off the creditor's right, and the court's power, to undo the prior transfer...Without 14 the creditor's lis pendens, evasive debtors may secure the benefit of their 15 fraudulent transfers and impede collection.¹⁷ 16 Lastly, the California Supreme Court has ruled similarly on this very issue: 17 A fraudulent conveyance is a transfer by the debtor of property to a third person undertaken with the intent to prevent a creditor from reaching that 18 interest to satisfy its claim. A transfer under the UFTA is defined as every mode, direct or indirect, absolute or conditional, voluntary or involuntary, 19 of disposing of or parting with an asset...A transfer of assets made by a 20 debtor is fraudulent as to a creditor, whether the creditor's claim arose before or after the transfer, if the debtor made the transfer (1) with an actual 21 intent to hinder, delay, or defraud any creditor, or (2) without receiving reasonably equivalent value in return, and either (a) was engaged in or about 22 to engage in a business or transaction for which the debtor's assets were unreasonably small, or (b) intended to, or reasonably believed, or 23 reasonably should have believed, that he or she would incur debts beyond 24 his or her ability to pay as they became due. 25 Civil Code section 3439.07[5] sets forth the remedies in a fraudulent convevance action. Under subdivision (a)(1) of that section, a creditor who 26 makes a successful fraudulent conveyance claim may obtain "[a]voidance 27 ¹⁶ Sports Shinko Co., Ltd. V. Qk Hotel, LLC, 457 F.Supp.2d 1121, 1129 (D. Haw. 2006)(internal citations omitted). 28 ¹⁷ Farris v. Adv. Capital Corp., 170 P.3d 250, 252 (Ariz. 2007)(internal citations omitted). 6

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of the transfer or obligation to the extent necessary to satisfy the creditor's claim." Therefore, a fraudulent conveyance claim requesting relief pursuant to Civil Code section 3439.07, subdivision (a)(1), if successful, may result in the voiding of a transfer of title of specific real property. By definition, the voiding of a transfer of real property will affect title to or possession of real property. Therefore, a fraudulent conveyance action seeking avoidance of a transfer under subdivision (a)(1) of Civil Code section 3439.07 clearly "affects title to, or the right to possession of" (Code Civ. Proc., § 405.4) real property and is therefore a real property claim for the purposes of the lis pendens statutes.¹⁸

In sum, Plaintiff submits that there is ample evidence that his lis pendens satisfies NRS \$14.015(2)(a) such that it should be upheld.

9 The second requirement under NRS §14.015(2) requires Plaintiff to establish that the 10 underlying action was not brought in bad faith or for an improper motive. As set forth ad nauseum 11 in the Second Amended Complaint filed August 13, 2018,¹⁹ Plaintiff has, throughout all of his 12 dealings with Rigollet, acted with nothing but good faith and unfortunately mis-placed trust on 13 Rigollet and the other Defendants in this matter. In reality, it is Rigollet that has time and time 14 again acted in bad faith in outright defrauding Plaintiff at each and every opportunity.²⁰ The sole 15 purpose of Plaintiff's lis pendens on the Property is to simply try to avoid further fraudulent 16 transfers by the Defendants to render them judgment-proof, which, as stated above, is a proper use 17 of the lis pendens process.

The third requirement under NRS §14.015(2) requires Plaintiff to establish that he will be able to perform any conditions precedent to the relief sought in the action insofar as it affects the title or possession of the real property. Plaintiff submits that he has done just that by virtue of amending his Complaint to add the current owner of the Property ("Tahican," which is simply another shell company Rigollet established with the intent to shield himself from personal liability and to effectuate the ongoing fraud against Plaintiff) as a Defendant in this matter.

Lastly, NRS §14.015(2) requires Plaintiff to establish that he would be injured by any transfer of an interest in the property before the action is concluded. Again, as stated throughout

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^{27 &}lt;sup>18</sup> Kirkeby v. Sup. Ct, 93 P.3d 395, 402 (Cal. 2004)(internal citations omitted). ¹⁹ Plaintiff's Compl., generally.

 $^{28 \}mid 20 \text{ Plaintiff's Compl., generally.}$

1 the Complaint, Plaintiff has already been defrauded out of hundreds of thousands of dollars by 2 Rigollet through coercion, duress and outright lies. Once Plaintiff saw Rigollet's true colors and 3 was forced to bring this lawsuit to try recoup his money, Rigollet essentially engaged in a fire sale 4 to transfer assets owned by him and/or his various shell companies in an effort to make himself 5 judgment proof. Plaintiff just happened to get lucky and stumble upon Rigollet's actions before he 6 was able to transfer the Property to an independent third-party. Given Rigollet's course of conduct 7 with regard to his dealings with Plaintiff, as well as this Court as set forth further below, Plaintiff 8 submits that he would absolutely be injured if Rigollet were able to complete yet another fraudulent 9 transfer in order to render himself judgment proof.

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2. Plaintiff's Lis Pendens Satisfies the Requirements of NRS §14.015(3)

The first requirement under NRS §14.015(3) is that Plaintiff must show that he is likely to 12 prevail in this matter. Plaintiff believes that he is likely to prevail in this matter on the merits, as 13 there is ample evidence of the wrongdoings of Rigollet and the other Defendants as set forth in the 14 Complaint. Furthermore, as the Court will likely recall, each of the Defendants have failed to 15 adequately participate in this litigation. Indeed, none of the business entity defendants even have 16 counsel in this matter, which is in derogation of EDCR 7.42. While Rigollet can proceed proper, 17 he has not abided by the directives of this Court and Discovery Commissioner Bulla.

On July 12, 2018, Commissioner Bulla issued her Report and Recommendations following 18 a June 12, 2018 scheduling status conference in this matter.²¹ In that Report, Commissioner Bulla 19 20 noted that none of the Defendants appeared for the hearing. The Report further directed all Defendants to file a Case Conference Report or to join in Plaintiff's Case Conference Report by 21 22 August 13, 2018. Despite Commissioner Bulla's clear directives in the Report, Defendants Le 23 Macaron LLC and BYDOO LLC have failed to secure counsel, and none of the Defendants have 24 done anything with regard to the Case Conference Reports.

Commissioner Bulla's Report stated that in the event the Defendants failed to file a Case 25 Conference Report by August 13, 2018, she would issue sanctions, including but not limited to 26 27

28 ²¹ See. Report and Recommendations, attached hereto as Exhibit "3."

striking the pleadings. Given Defendants' flagrant disregard for Commissioner Bulla's directives,
 Plaintiff is in the process of moving to have Defendants' pleadings stricken from this matter in their
 entirety, which is further evidence of the likelihood that the Plaintiff will prevail in this matter.

4 Secondly, Plaintiff must show that his injuries in the event the lis pendens is expunged 5 would be greater than Rigollet's injuries would be if the lis pendens remains. As set forth above, 6 Plaintiff has already been defrauded to the tune of several hundred thousand dollars, while Rigollet 7 has not suffered any injury whatsoever. Indeed, Rigollet has taken advantage of his relationship 8 with Plaintiff and Plaintiff's trust that Rigollet was in fact a 50/50 partner in their joint venture. In 9 an effort to solidify the upper hand, Rigollet has made a number of fraudulent transfers of properties 10 and assets owned by him and/or his shell companies. In reality, the value of the lis pendens on the 11 Property is significantly less than Plaintiff's actual damages. However, at this juncture, Plaintiff 12 currently believes that his only shot at recovering anything from Rigollet is tied to the Property. But for Rigollet's repeated fraudulent transfers of assets, the lis pendens would likely not be 13 necessary. 14

C. Plaintiff's Motion is Untimely

16 Plaintiff recorded the Notice of Lis Pendens on the Property on April 5, 2017. However, Rigollet has waited more than 16 months to move to expunge the lis pendens. Rigollet offers no 17 explanation or justification regarding the delay. Plaintiff submits that since the recording of the lis 18 19 pendens, Plaintiff has been forced to incur significant legal fees and costs with respect to this 20 litigation and Defendants' overwhelming refusal to timely participate in same. Had Rigollet timely moved to expunge the lis pendens, and the Court granted the motion (which Plaintiff maintains 21 22 would be improper for the reasons set forth herein), then Defendants' efforts to render themselves 23 judgment-proof may have resulted in Plaintiff choosing to not pursue the claims any further. 24 Rigollet's significant and inexplicable delay in moving to expunge the lis pendens is a further 25 defraud Plaintiff and force him to expend further monies.

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D. Plaintiff May Lack Standing to Move to Expunge the Lis Pendens

As set forth herein, the Motion was filed solely by Rigollet. Plaintiff questions whether
Rigollet has standing and authority to move to expunge the lis pendens given the fact that the sole

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owner of the Property is Tahican, LLC. That said, given the clearly unified interest and ownership
 between Rigollet, Le Macaron, Bydoo, and Tahican, Plaintiff notes that Rigollet's efforts to
 expunge the lis pendens on a Property owned solely by Tahican is an admission on Rigollet's part
 that they are one and the same.

V. CONCLUSION

Based on the foregoing facts and legal reasoning, Plaintiff MAX JOLY hereby requests this Honorable Court deny Defendant Rigollet's Motion to Expunge Notice of Lis Pendens.

Dated: This 23rd day of August, 2018.

JENNINGS & FULTON, LTD.

13 /s/ Adam R. Fulton

14	JARED B. JENNINGS, ESQ.
15	Nevada Bar No. 007762
13	ADAM R. FULTON, ESQ.
16	Nevada Bar No. 11572
	JENNINGS & FULTON, LTD.
17	2580 Sorrel Street
	Las Vegas, NV 89146
18	Telephone (702) 979-3565
19	Facsimile (702) 362-2060
19	Email jjennings@jfnvlaw.com
20	Email afulton@jfnvlaw.com
	Attorneys for Plaintiff: Max Joly
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1	CERTIFICATE OF SERVICE								
2	Pursuant to NRCP 5(b) and EDCR 7.26, I, the undersigned, declare and state as follows:								
3	I am over the age of eighteen (18) years of age, and I am not a party to this action. My business								
4	address is 2580 Sorrel Street, Las Vegas, Nevada 89146. On the 23 rd day of August 2018, I								
5	served the attached document(s):								
6	ΒΙ ΑΙΝΤΊΓΕΡΙς ΟΡΡΟςΙΤΙΟΝ ΤΟ ΒΕΓΕΝΙΝΑΝΤ ΒΙΟΟΙ Ι ΕΤΊς ΜΟΤΙΟΝ ΤΟ								
7	PLAINTIFF'S OPPOSITION TO DEFENDANT RIGOLLET'S MOTION TO EXPUNGE NOTICE OF LIS PENDENS								
8	EAI UNGE NOTICE OF LIST ENDERS								
9	By United States Postal Service prepaid first-class postage to the address listed below.								
10									
11	JEAN FRANCOIS RIGOLLET								
12	LE MACARON LLC BYDOO LLC								
13	TAHICAN LLC								
14	2003 Smoketree Village Circle Henderson, NV 89012								
15	Pro Se								
16	I have read the foregoing and declare under the penalty of perjury under the law of the								
17	State of Nevada that it is true and correct. Executed on the 23 rd day of August, 2018, in Clark								
18	County, Nevada.								
19	Vieli Ri - an								
20	Vicki Bierstedt, Employee of the Law								
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EXHIBIT "1"

	1 2 3 4 5 6 7	ACOM JENNINGS & FULTON, LTD. JARED B. JENNINGS, Esq., Nevada Bar No. 7762 Email: <u>ijennings@jfnvlaw.com</u> ADAM R. FULTON, Esq., Nevada Bar No. 11572 Email: <u>afulton@jfnvlaw.com</u> 2580 Sorrel Street Las Vegas, Nevada 89146 Telephone (702) 979-3565 Facsimile (702) 362-2060 Attorneys for Plaintiff Max Joly	Electronically Filed 8/13/2018 4:24 PM Steven D. Grierson CLERK OF THE COURT						
	8	DISTRICT COURT							
	9 10	CLARK CO	DUNTY, NEVADA						
	11	MAX JOLY, an individual	Case No.: A-16-734832-C						
N, LTD	12	Plaintiff, vs.	Dept. No.: XXV						
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JENNINGS & FULTON, LTD 2580 Sorrel Street Las Vegas, NV 89146 702.979.3565	<u>1</u> 4	JEAN FRANCOIS RIGOLLET, an individual; LE MACARON LLC, a	SECOND AMENDED COMPLAINT						
ENNIN	15	Nevada Limited Liability Company; BYDOO LLC, a Nevada Limited Liability	EXEMPT FROM ARBITRATION:						
7	16 17	Company; TAHICAN, LLC, a Nevada Limited Liability Company; DOES 1-10; and ROE CORPORATIONS 1-10,	AMOUNT IN CONTROVERSY EXCEEDS \$50,000.00 & DECLARATORY RELIEF SOUGHT						
	18	Defendants.							
	19								
	20	JEAN FRANCOIS RIGOLLET, an individual; LE MACARON LLC, a							
	21	Nevada Limited Liability Company; BYDOO LLC, a Nevada Limited Liability							
	22	Company; DOES 1-10; and ROE CORPORATIONS 1-10,							
	23 24	Counterclaimant,							
	25	VS.							
		MAX JOLY, an individual,							
	26 27	Counter-defendant.							
	28	Plaintiff/Counter-Defendant MAX J	OLY (hereinafter "Plaintiff") by and through his 1						

Case Number: A-16-734832-C

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attorneys of record, Jared B. Jennings, Esq. and Adam R. Fulton, Esq., of the law firm of Jennings 1 2 & Fulton, LTD. hereby files this Second Amended Complaint against Defendants JEAN 3 FRANCOIS RIGOLLET, LE MACARON LCC, BYDOO LLC, TAHICAN, LLC., DOES 1-10, 4 and ROE CORPORATIONS 1-10 and alleges as follows:

PARTIES, JURISDICTION, AND VENUE

1. Plaintiff is an individual whose principle residence is in Lausanne, Switzerland.

2. Defendant JEAN FRANCOIS RIGOLLET ("Rigollet") is an individual whose principal residence is in Clark County, Nevada.

9 3. Defendant LE MACARON, LLC ("Le Macaron") is a limited liability corporation 10 formed under the laws of the United States and the State of Nevada, and conducts business in Clark County, Nevada.

Defendant BYDOO, LLC ("Bydoo") is a limited liability corporation formed 4. under the laws of the United States and the State of Nevada, and conducts business in Clark County, Nevada.

15 5. Defendant TAHICAN, LLC ("Tahican") is a limited liability corporation formed under the laws of the United States and the State of Nevada, and conducts business in Clark 16 17 County, Nevada.

18 6. Plaintiff does not know the true names of the individuals, corporations, 19 partnerships and entities sued and identified in fictitious names as DOES 1-10 and ROE CORPORATIONS 1-10. Plaintiff alleges that such Defendants assisted or participated in 20 activities that resulted in damages suffered by Plaintiff as more fully discussed under the claims 21 for relief set forth below. Plaintiff will request leave of this Honorable Court to amend this 22 23 Complaint to show the true names and capacities of each such fictitious Defendant when Plaintiff 24 discovers such information.

7. This Court has personal jurisdiction over all parties, as all parties involved are 25 residents of Clark County, Nevada, own property in Clark County, Nevada, or conduct business 26 in Clark County, Nevada. The Court has subject matter jurisdiction as Plaintiff is seeking 27 28

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1 declaratory relief, breach of contract, and fraudulent transfer seeking damages in excess of 2 \$50,000.00. Venue is proper because all events giving rise to Plaintiff's claims occurred in 3 8. 4 Clark County, Nevada. GENERAL ALLEGATIONS 5 Ĭ. Background 6 9. Plaintiff incorporates the allegations in the preceding paragraphs as though fully 7 set forth herein. 8 10. At all times relevant the causes of action stated herein occurred in Clark County, 9 Nevada. 10 Plaintiff and Rigollet, and their respective wives, first encountered each other in 11. 11 the early 2000's and eventually the couples became friends. 12 Since that time Rigollet has used fraudulent means, described in greater detail 12. 13 below, to convince Plaintiff to agree to purchase an ownership interest in various joint ventures 14[.] (including various residential properties and "Le Macaron" restaurant franchises located in Las 15 Vegas, Nevada) and then later defraud Plaintiff of said ownership interests and Plaintiff's money 16 through nefarious means. 17 The following allegations of fraud are made for the purposes of satisfying the 13. 18 statutory requirement under N.R.C.P. 9(b) that a cause of action for fraud be pled "with 19 particularity," as well as to support Plaintiff's allegation that Rigollet should be held personally 20 accountable for the actions of Bydoo under the doctrine of "piercing the corporate veil" and the 21 fraudulent transfers of properties from Defendant Bydoo, LLC to Defendant Tahican, LLC. 22 23 II. **Purchase of Residential Investment Properties** 24 14. On or about December 31, 2012, Rigollet proposed to Plaintiff a real estate 25 investment opportunity in real estate in Las Vegas which Rigollet assured Plaintiff would be 26 profitable. 27 In April 2013, Rigollet convinced Plaintiff to take part in the aforementioned 15. 28 3

JENNINGS & FULTON, LTD. 2580 Sorral Street Las Vegas. NV 89146 702.979.3565 real estate investment and put Plaintiff in contact with Boris Jakubczack (hereinafter "Boris," a
 non-party to this litigation) who was to facilitate the investment transaction.

In July 2013, Plaintiff travelled to Las Vegas, Nevada and met with Rigollet and
Boris wherein they visited several residential properties.

5 17. On or about August 2013, at the behest of Rigollet and Boris, Plaintiff agreed to 6 contribute a grand total of \$753,665.85 towards the purchase of five (5) residential properties for 7 investment purposes.

8 18. On or about August 8, 2013, Boris formed "NIPAMA LLC" for the purpose of
9 serving as the holding company for Plaintiff's investment in these properties and for which
10 Plaintiff and his spouse would serve as the lone shareholders.

19. Plaintiff desired to serve as managing member of NIPAMA, LLC. However, on or about July 2013, Rigollet and Boris met with Plaintiff in person in Las Vegas and falsely misrepresented to Plaintiff that under Nevada law, only a Nevada resident could serve as manager of an LLC.

20. Based on this material and fraudulent misrepresentation, Plaintiff eventually
consented to allowing Rigollet to serve as the manager of NIPAMA, LLC while foregoing any
opportunity to serve in the same capacity, which gave him control over the NIPAMA LLC bank
accounts.

19 21. On or about the end of August, the five (5) aforementioned properties were
20 purchased and Rigollet became the manager of NIPAMA, LLC and was responsible for their
21 management.

22. Rigollet moved to Las Vegas in September 2013.

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III.

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Plaintiff and Defendants Enter into A Franchise Partnership To Operate "Le

Macaron" Franchises

23. In April 2014, through discussions between Plaintiff and Rigollet regarding Rigollet seeking to open a business to obtain an E-2 Investor Visa for Rigollet's son (who eventually obtained a Green Card through a lottery system), Plaintiff showed Rigollet an

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advertisement for "Le Macaron" franchises (a pastry shop that sells macarons and other pastry
 products) and the two discussed the possibility of opening one or more in Las Vegas.

3 24. The two travelled to Sarasota, Florida in May 2014 to meet with a franchisor and
4 visit existing stores.

5 25. Rigollet suggested the two invest in the franchises as the investment would be 6 \$150,000.00 for each store and as they were going to open two (2) stores, they each would invest 7 \$150,000.00 in the venture, creating a 50% ownership interest for both Plaintiff and Bydoo in the 8 venture.

9 26. From April 2014 to August 2014, Rigollet represented on multiple occasions to
10 Plaintiff that Rigollet would contribute the same amount of money as Plaintiff into the company
11 as Plaintiff and Rigollet were 50/50 partners.

12 27. On or about July 9, 2014 Plaintiff and Bydoo executed an operating agreement to
13 establish and operate Le Macaron. The operating agreement created a franchise partnership
14 between Plaintiff and Bydoo, with the aforementioned 50/50 split in ownership.

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Rigollet tasked Boris to set up "Le Macaron, LLC" with the Nevada Secretary of
State for purposes of operating the franchise.

Plaintiff lived in Switzerland at all times relevant to this litigation. Meanwhile,
Rigollet, with the help of Boris, who was living in Las Vegas, assumed responsibility for the
development of the venture, including eventual construction of the restaurants at issue.

30. Plaintiff relied throughout the venture on material representations made by
Rigollet that Rigollet would manage this joint venture in a professional, profitable, and competent
manner.

23 31. After establishing the franchise partnership, a search for possible locations for the
24 restaurants was undertaken. Rigollet suggested the Galleria Mall as a possible site.

32. Based on this representation, Plaintiff agreed to the Galleria Mall site. On October
29, 2014 a lease agreement was signed for an anticipated opening date of December 10, 2014.

27 33. A site for the second franchise was later selected at the Venetian Hotel & Casino,
28 with a lease agreement being signed on November 25, 2014. According to Rigollet, this second

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1 restaurant would open in approximately March 2015.

2 34. Plaintiff had reservations about whether the site was too expensive. However,
3 Boris and Rigollet convinced him that it was the right location, in part by telling Plaintiff he
4 simply "did not know Las Vegas."

5 35. To convince Plaintiff to agree to that particular location, Rigollet assured Plaintiff 6 that "money [was] not a problem" and that he would advance Plaintiff's anticipated return on the 7 business' investment for a period of 2-3 years.

8 36. About this same time, Rigollet informed Plaintiff that, without Plaintiff's consent
9 or approval, he had switched the venture's bank account to Bank of America (the previous
10 account, established by Boris, had been with Chase Bank).

37. Curiously, Plaintiff was never given any access to this new account by Rigollet. Plaintiff would later learn it was against the financial interests of the venture to have made this change. However, Plaintiff was never given the opportunity to take part in the decision, thus constituting evidence of fraud against him.

15 38. There were numerous unexplained delays in construction of the two Le Macaron 16 restaurants. Permits were not timely issued, and neither Rigollet nor Boris could explain 17 sufficiently the reasons why.

39. Plaintiff (who was still living in Switzerland at the time) repeatedly requested
updates from Rigollet and/or Boris about the reasons for the delay, but they could not provide a
sufficient answer.

40. During this time, Plaintiff's wife was diagnosed with cancer. Surgeries were
performed in February 2015, March 2015, and a final surgery was performed in June 2015, which
resulted in an amputation. This left Plaintiff in greater need of money.

41. On April 6, 2015, Boris stated construction of the restaurants were suffering from
significant cost overruns and that he could do nothing to speed up the construction process
because of trade union regulations—a fact he has known from the beginning but did not disclose
to Plaintiff.

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42. To assist with some of the costs to have the franchises at more prominent and

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expensive locations, On May 26, 2015, the franchisor loaned the parties \$200,000.00.

43. These locations were more expensive than originally anticipated and during
construction and set up, Rigollet was continually contacting Plaintiff in high pressured
communications telling Plaintiff that he needed to contribute more money to save his investment
and that Rigollet was matching any additional cash infusions by Plaintiff as they were 50/50
partners. As such, Plaintiff wired additional funds to Rigollet.

7 44. In order to assist in paying for cost overruns, Rigollet suggested Plaintiff agree to 8 the sale of one or more of the residential real properties identified earlier in this Complaint, which 9 Plaintiff was hesitant to do but which Rigollet pressured him into doing representing to Plaintiff 10 that he had a buyer who was willing to pay cash for the properties at a fair market value. Rigollet falsely represented to Plaintiff that he would contribute the same amount of money to the venture 11 that Plaintiff contributed if Plaintiff agreed to sell one of his properties. Plaintiff reluctantly 12 13 approved the sale of one property and as Rigollet was the acting manager of NIPAMA, LLC, the 14 entity which held Plaintiff's properties, Rigollet sold the property without showing Plaintiff any 15 paperwork from the sale (purchase contract, settlement statement, etc.) even though Plaintiff 16 asked to see it. Plaintiff suspects and believes that Rigollet would not show Plaintiff the 17 paperwork as he financially benefitted from this sale illegally while acting as a manager 18 (fiduciary) to NIPAMA, LLC.

19 45. Plaintiff is informed and believes, and thereon alleges, that the aforementioned real 20 estate was sold for less-than market value not at "arm's length" to an interested party of Rigollet 21 and Boris. Plaintiff is further informed and believes, and thereon alleges, that such is the direct 22 result of fraud on the part of Rigollet and Boris designed to deprive him of his ownership interest 23 in the properties while simultaneously benefiting Defendants in an unfair manner.

46. Through the sale of property and all the additional wires sent by Plaintiff to
Rigollet as a result of the high-pressure communications demanding more money to prevent
Plaintiff from losing his investment, Plaintiff invested \$450,000.00 with Rigollet for Le Macaron,
with the belief that Rigollet had invested the same, being 50/50 partners.

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47. Plaintiff began to grow suspicious of Rigollet and the alleged need for money to

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cover alleged cost overruns. He was concerned Bydoo and/or Rigollet may not have contributed
 their \$450,000.00 share to the business venture. However, each time Plaintiff requested to see the
 financial records and books of the company, Rigollet made excuses as to why he could not
 provide them. To date, Plaintiff has never seen his own business venture's financial records.

5 48. The Galleria location opened on or about August 15, 2015, significantly late and
6 vastly over budget.

7 49. The Venetian location opened on or about September 20, 2015, also significantly
8 late and vastly over budget.

9 50. At roughly the same time, Rigollet intentionally slandered Plaintiff to the
10 franchisor, claiming Plaintiff had "abandoned" the venture, which was patently untrue.

51. The venture obtained a health department license prior to the opening of the two (2) restaurants.

52. All parties were excited about the venture and believed they would be very lucrative, especially after the openings as the franchisor reported that it was the best recorded opening of any other Le Macaron franchise to date.

Then, on or about September 24, 2015, just after the openings, Rigollet met with 16 53. 17 Plaintiff in person and told Plaintiff that he no longer wished to work with him and that he wanted 18 to buy him out. It was at this meeting that Rigollet made the following misrepresentations to 19 Plaintiff: (1) that, pursuant to their agreement, Rigollet reaffirmed that he had invested the same 20 amount of money into the venture that Plaintiff had, (2) Rigollet told Plaintiff that since Plaintiff 21 didn't have enough money to buy out Rigollet's interest in Le Macaron, that Plaintiff had to 22 accept Rigollet's offer to buy Plaintiffs interest out and that if he didn't agree, Rigollet would withdraw from the company and, since the health department required a Nevada resident for its 23 health license, if Plaintiff were left as the sole owner and someone (and Rigollet pointed to 24 himself) called the health department and reported it, the health department would shut the 25 26 business down, effectively forcing Plaintiff into believing he had to sell his shares in the company to Rigollet or that the business would be shut down and Plaintiff would lose his investment, (4) 27 28 Rigollet represented that he would provide an accounting to Plaintiff showing the value of the

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1 assets, the amount of liabilities, and the investments made into the company prior to issuing
2 Plaintiff a buyout amount, which Rigollet never provided, (5) Rigollet told Plaintiff that he would
3 buy out Plaintiff's interest using Bydoo, LLC, as Bydoo owned several valuable real estate
4 properties that would effectively serve as "collateral" on the note Rigollet would give him for his
5 interest in Le Macaroon, (6) Rigollet told Plaintiff that the Note would be structured to
6 aggressively make large payments to Plaintiff and that he would have it paid off in less than a
7 year.

8 54. Plaintiff felt blindsided at this meeting as the parties were jovially socializing just 9 the day before discussing how successful the venture would be, and Plaintiff believed that if he 10 didn't sell his interest to Rigollet, Rigollet would withdraw his interest and report the business to 11 the health department to shut it down and Plaintiff would lose everything.

55. Additionally, although Plaintiff felt that he was being pushed out intentionally, he believed that Rigollet had several valuable properties owned by Bydoo, LLC and that Rigollet would make all the payments on the Note to buy out Plaintiff's interest allowing Plaintiff to recover some of his investment.

16 56. From August 2013 to December 2015 Rigollet took money from NIPAMA, LLC,
17 to pay for Rigollet's personal expenses on his own properties, which belonged solely to Plaintiff.

57. Under duress due to Rigollet's intentional false statement regarding the status of the health department license, knowing he could not relocate from Europe to oversee the stores, believing that Bydoo owned several valuable properties that far exceeded the amount of the buyout, and being essentially "fed up" with the lies and misrepresentations made by Rigollet and Boris during the construction process, especially by always making excuses as to why Plaintiff could not see the financial records and books, Plaintiff agreed to sell his share of the venture to Rigollet and Bydoo.

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IV. Plaintiff Sells His Interest In The Venture To Bydoo (Rigollet).

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2658. On or about September 29, 2015, Defendants, in exchange for Plaintiff's27ownership interest, executed a LLC Membership Purchase Agreement ("Agreement"), attached

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hereto as Exhibit "1", wherein the Defendants agreed to pay the Plaintiff the principal sum of
 \$360,000.00 in installment agreements over a period of 9 months.

59. The Agreement required payments to be made from the Defendants to the Plaintiff
according to the payment schedule, which follows: \$100,000.00 to be paid no later than October
31, 2015; \$50,000.00 to be paid no later than November 15, 2015; \$70,000.00 to be paid no later
than February 28, 2016; and the remaining balance of \$140,000.00 to be paid no later than June
30, 2016.

8 60. Pursuant to the Agreement, Plaintiff assigned the ownership interest to the
9 Defendants on September 29, 2015.

10 61. To date, Defendants have never made one single payment according to the
11 Payment schedule.

62. Plaintiff is informed and believes, and hereon allege, that Defendants never intended to make a payment according to the Agreement, nor did Defendants intend fulfill their end of the Agreement.

63. Plaintiff is informed and believes, and hereon alleges, that Defendants specifically
intended to defraud Plaintiff of his ownership interest in all the manners identified and described
above and that Plaintiff relied on the material misrepresentations of the Defendants in entering
into the aforementioned Agreement which resulted in damages to the Plaintiff.

19 64. Plaintiff has tried to contact the Defendants numerous times but Defendants have
20 not responded to Plaintiff.

21 65. Defendants are in breach of the Agreement because the Defendants have not made
22 one single payment according to the payment schedule in the Agreement and have not paid the
23 entire purchase price of \$360,000.00.

V. Bydoo LLC, Fraudulent Conveys Numerous Properties to Tahican, LLC

66. The Nevada Secretary of State business entity information revealed Jean-Francois
Rigollet as the registered agent, and Boris Yakubczack and Jean Rigollet as the managers of
Tahican, LLC.

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67. Plaintiff relied on the solvency of Defendant Bydoo, LLC with numerous properties as its assets to secure a note until the note was paid off.

3 68. Plaintiff transferred over his 50% ownership interest in Le Macaron without
4 adequate consideration, and therefore Plaintiff justifiably relied on Defendants fraudulent actions
5 to sell his interest in Le Macaron.

6 69. In anticipation and throughout the pending litigation, Defendant Bydoo LLC
7 fraudulently transferred the properties to Tahican, LLC without adequate consideration.

8 70. From January 8, 2016, to February 3, 2017, Defendant Bydoo, LLC quitclaimed 9 multiple properties to Tahican, LLC, fraudulently divesting Bydoo, LLC of any assets., and 10 Tahican LLC then sold the properties to various third parties, attached hereto as Exhibit "2".

71. Tahican, LLC has commenced selling properties relied on by Plaintiff for the note.

72. Plaintiff seeks resolution of his claims once and for all by a court of competent jurisdiction.

73. Plaintiff has sustained damages in excess of \$15,000.00 as a result of Defendants failure to abide by the terms of the Agreement.

16 74. Plaintiff has been forced to hire an attorney to prosecute this action and therefore
17 seeks recovery of his attorneys' fees and court costs.

FIRST CLAIM FOR RELIEF

(Breach of Contract)

(As Against Defendants Jean Francois Rigollet, Le Macaron, LLC, and Bydoo, LLC)

75. Plaintiff incorporates the allegations in the preceding paragraphs as though fully set forth herein.

76. Plaintiff and Defendants entered into a valid and existing contract (the Agreement) wherein the Defendant agreed to pay the Plaintiff as set forth herein.

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 77. Defendants breached the contract by failing to pay any of the scheduled payments
 owed to the Plaintiff.

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Plaintiff has performed all conditions, covenants, and promises required by 1 78. 2 Plaintiff pursuant to the aforementioned Agreement by transferring his ownership interest to the 3 Defendants.

79. As a direct and proximate consequence of the foregoing, Plaintiff has suffered 4 5 damages in excess of \$15,000.00.

Plaintiff has been forced to hire an attorney to prosecute this action and therefore 80. seeks recovery of his attorneys' fees and court costs pursuant to the law.

SECOND CLAIM FOR RELIEF

Declaratory Relief

(Against All Defendants)

81. Plaintiff incorporates the allegations in the preceding paragraphs as though fully set forth herein.

82. A dispute has arisen, and actual controversy now exists between Plaintiff and Defendants, including DOES 1-10 and ROE CORPORATIONS 1-10, and each of them, as to their rights and liabilities with respect to the Agreement, including the rights Plaintiff is claiming pursuant to the Agreement. Plaintiff claims a right to Defendants' personal property. Plaintiff seeks a declaration from the Court that Tahican LLC's assets are in fact Bydoo LLC's assets and are subject to collection by Plaintiffs. Defendants dispute Plaintiff's claims. Therefore, an actual controversy exists relative to the legal duties and rights of the respective parties, which Plaintiff requests the Court to resolve.

All of the rights and obligations of the parties arose out of one series of events or 83. happenings, all of which can be settled and determined in a judgment in this one action. Plaintiff 22 alleges that an actual controversy exists between the parties under the circumstances alleged. A declaration of rights, responsibilities and obligations of the parties is essential to determine their 24 respective obligations in connection with the Agreement. Plaintiff has not a true and speedy remedy at law of any kind. 26

84. Plaintiff has been forced to hire an attorney to prosecute this action and therefore seeks recovery of his attorneys' fees and court costs pursuant to the law.

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1 THIRD CLAIM FOR RELIEF 2 (Contractual Breach of the Covenant of Good Faith and Fair Dealings) (As Against Defendants Jean Francois Rigollet, Le Macaron, LLC, and Bydoo, LLC) 3 4 85. Plaintiff incorporates the allegations in the preceding paragraphs as though fully 5 set forth herein. 6 86. Plaintiff and Defendants entered into a valid contract whereby Defendants 7 promised to pay the Plaintiff pursuant to the terms of the Agreement. 8 87. Every contract possesses an implied and expressed covenant that the parties to the 9 Agreement would act in good faith and deal fairly with the parties to the Agreement. 10 88. Plaintiff performed all conditions pursuant to the Agreement and transferred Plaintiff's ownership interest to Defendants monies at the time of contract formation and all other 11 conditions, covenants, and promises pursuant to the aforementioned Agreement with the 12 13 Defendants. 89. Defendants breached the duty owed the Plaintiff when the Defendants in violation 14 of the covenants and conditions stated in the Agreement, failed to perform pursuant to the 15 Agreement by not paying the Plaintiff when their performance became due and owing. 16 17 90. As a direct result of the Defendants breach of the written agreement, the Plaintiff has suffered damages as a direct and proximate consequence in an amount in excess of 18 \$15,000.00. 19 91. Plaintiff has been forced to hire an attorney to prosecute this action and therefore 20 seeks recovery of his attorneys' fees and court costs pursuant to the law. 21 FOURTH CLAIM FOR RELIEF 22 (Unjust Enrichment) 23 (As Against Defendants Jean Francois Rigollet, Le Macaron, LLC, and Bydoo, LLC) 24

92. Plaintiff incorporates the allegations in the preceding paragraphs as though fully
set forth herein.

Plaintiff alleges that the Defendants have been unjustly enriched, because
 Defendants enjoy a 100% ownership interest in Defendant LE MACARON, LLC without paying

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for 50% of that interest. Plaintiff's ownership interests were transferred to the Defendants and the Defendants intentional or negligent breach of the Agreement has caused financial harm to the Plaintiff.

4 94. As a direct result of the Defendants' breach of the written contract resulting in the
5 Defendants being unjustly enriched, the Plaintiff has suffered damages as a direct and proximate
6 consequence in an amount in excess of \$15,000.00.

95. Plaintiff has been forced to hire an attorney to prosecute this action and therefore
seeks recovery of his attorneys' fees and court costs pursuant to the law.

FIFTH CLAIM FOR RELIEF

(Fraudulent Misrepresentation)

(As Against Defendants Jean Francois Rigollet, Le Macaron, LLC, and Bydoo, LLC)

96. Plaintiff incorporates the allegations in the preceding paragraphs as though fully set forth herein.

97. Prior to the transfer of Plaintiff's ownership interest, Defendants made fraudulent representations to Plaintiff regarding Defendant Rigollet's and consequentially Bydoo's investment in the venture, threats of withdrawal and cancellation of the health license, an accounting, and that Bydoo's buyout of Plaintiff's shares would be secured by the substantial assets of Bydoo until the note was paid off. As alleged above, Defendants made further misrepresentations regarding the creation of the entity and control of the same for the properties that Plaintiff purchased. Further, Defendants made misrepresentations regarding the sale of Plaintiff's property and made misrepresentations regarding Plaintiff's bank accounts.

98. Defendants knew that the foregoing misrepresentations were false and intended to induce Plaintiff to act on the misrepresentation.

99. Plaintiff would not have transferred over his 50% ownership interest in Le Macaron without adequate consideration, and therefore Plaintiff justifiably relied on Defendants fraudulent representations to sell his interest in Le Macaron.

100. As a direct and proximate result of Defendants acts and omissions, Plaintiff has suffered and will continue to suffer direct, incidental, and consequential damages in an amount to

be proven at trial, but in any event in excess of \$15,000.00, plus prejudgment interest. 1 2 101. Defendants acted willfully and maliciously, and with oppression, fraud, or malice, 3 and as a result of Defendants wrongful conduct, Plaintiff is entitled to an award of exemplary or 4 punitive damages. 102. Plaintiff has been forced to hire an attorney to prosecute this action and therefore 5 6 seek recovery of his attorney's fees and costs pursuant to the law. SIXTH CLAIM FOR RELIEF 7 (Fraud) 8 (As Against All Defendants) 9 Plaintiff incorporates the allegations in the preceding paragraphs as though fully 103. 10 set forth therein. 11 104. Plaintiff relied on the solvency of Defendant Bydoo, LLC with numerous 12 properties as its assets to secure a note until the note was paid off. 13 Plaintiff transferred over his 50% ownership interest in Le Macaron without 105. 14 adequate consideration, and therefore Plaintiff justifiably relied on Defendants fraudulent actions 15 to sell his interest in Le Macaron. 16 From January 8, 2016, to February 3, 2017, Defendant Bydoo, LLC quitclaimed 106. 17 multiple properties to Tahican, LLC, fraudulently divesting Bydoo, LLC of any assets. 18 107. As a direct and proximate result of Defendants acts and omissions, Plaintiff has 19 suffered and will continue to suffer direct, incidental, and consequential damages in an amount to 20 be proven at trial, but in any event in excess of \$15,000.00, plus prejudgment interest. 21 Defendants acted willfully and maliciously, and with oppression, fraud, or malice, 108. 22 and as a result of Defendants wrongful conduct, Plaintiff is entitled to an award of exemplary or 23 punitive damages. 24 Plaintiff has been forced to hire an attorney to prosecute this action and therefore 109. 25 seek recovery of his attorney's fees and costs pursuant to the law. 26 27 28 15

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1	SEVENTH CLAIM FOR RELIEF
2	(Piercing the Corporate Veil)
3	(Against Jean Francois Rigollet)
4	110. Plaintiff incorporates the allegations in the preceding paragraphs as though fully
5	set forth therein.
6	111. Rigollet is the sole manager and owner of Le Macaron and Bydoo and one of the
7	two managers of Tahican, LLC, with Boris Jakubczack as the other manager.
8	112. There is such unity of interest and ownership between Le Macaron/Bydoo/Tahican
9	and Rigollet that they are inseparable from each other.
10	113. Rigollet set up and established these entitles with the intent to shield himself from
11	personal liability from his own personal business ventures as an individual with the intent to
12	further his fraud upon the Plaintiff.
13	114. Rigollet represented to Plaintiff that he was going to buy Plaintiff's interest in Le
14	Macaron using Bydoo as Bydoo had substantial assets to secure the note until it was paid off.
15	115. Rigollet misused the protections of a limited liability company by self-dealings
16	such as, comingling funds, funneling money to himself through these entities for his own personal
17	gain as if these entities were merely hollow shells with no real assets or investors.
18	116. All of the profits derived through Le Macaron and Bydoo flow directly to Rigollet;
19	therefore, both entities are merely the alter egos to the Rigollet.
20	117. Adherence to the corporate fiction of a separate entity would promote a manifest
21	injustice or fraud against Plaintiff because Plaintiff never received any consideration in exchange
22	for his ownership interest.
23	118. As a natural and proximate result of Rigollet using the above stated Defendant
24	entities as direct result of Rigollet's breaches of written agreements and fraudulent activities,
25	Plaintiff has suffered damages as a direct and proximate consequence in an amount in excess of
26	\$15,000.00.
27	119. Plaintiff has been forced to hire an attorney to prosecute this action and therefore
. 28	seeks recovery of his attorneys' fees and court costs pursuant to the law.
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1	EIGHTH CLAIM FOR RELIEF							
2	(Conversion)							
3	(As Against All Defendants)							
4	120. Plaintiff incorporates the allegations in the preceding paragraphs as though fully							
5	set forth therein.							
6	121. Plaintiff relied on the solvency of Defendant Bydoo, LLC with numerous							
7	properties as its assets to secure a note until the note was paid off.							
8	122. Plaintiff transferred over his 50% ownership interest in Le Macaron without							
9	adequate consideration, and therefore Plaintiff justifiably relied on Defendants fraudulent actions							
10	to sell his interest in Le Macaron.							
11	123. In anticipation and throughout the pending litigation, Defendant Bydoo LLC							
12	fraudulently transferred the properties to Tahican, LLC.							
13	124. From January 8, 2016, to February 3, 2017, Defendant Bydoo, LLC quitclaimed							
14	multiple properties to Tahican, LLC, fraudulently divesting Bydoo, LLC of its assets.							
15	125. Tahican, LLC has commenced selling properties relied on by Plaintiff for the note.							
16	126. As a direct and proximate result of Defendants acts and omissions, Plaintiff has							
17	suffered and will continue to suffer direct, incidental, and consequential damages in an amount to							
18	be proven at trial, but in any event in excess of \$15,000.00, plus prejudgment interest.							
19	127. Defendants acted willfully and maliciously, and with oppression, fraud, or malice,							
20	and as a result of Defendants wrongful conduct, Plaintiff is entitled to an award of exemplary or							
21	punitive damages.							
22	128. Plaintiff has been forced to hire an attorney to prosecute this action and therefore							
23	seek recovery of his attorney's fees and costs pursuant to the law.							
24	<u>NINTH CLAIM FOR RELIEF</u> Fraudulent Transfer							
-25	(As Against All Defendants)							
26	129. Plaintiff incorporates the allegations in the preceding paragraphs as though fully							
27	set forth therein.							
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130. Plaintiff relied on the solvency of Defendant Bydoo, LLC with numerous properties as its assets to secure a note until the note was paid off.

3 131. Plaintiff transferred over his 50% ownership interest in Le Macaron without
4 adequate consideration, and therefore Plaintiff justifiably relied on Defendants fraudulent actions
5 to sell his interest in Le Macaron.

6 132. In anticipation and throughout the pending litigation, Defendant Bydoo LLC
7 fraudulently transferred the properties to Tahican, LLC.

8 133. From January 8, 2016, to February 3, 2017, Defendant Bydoo, LLC quitclaimed
9 multiple properties to Tahican, LLC, fraudulently divesting Bydoo, LLC of any assets and did not
10 receive adequate consideration for the same. This was done with the intent to hinder, delay and
11 defraud Plaintiff's abilities to collect the assets of Bydoo, LLC.

134. Tahican, LLC has commenced selling properties relied on by Plaintiff for the note.

135. As a direct and proximate result of Defendants acts and omissions, Plaintiff has suffered and will continue to suffer direct, incidental, and consequential damages in an amount to be proven at trial, but in any event in excess of \$15,000.00, plus prejudgment interest.

16 136. Defendants acted willfully and maliciously, and with oppression, fraud, or malice,
17 and as a result of Defendants wrongful conduct, Plaintiff is entitled to an award of exemplary or
18 punitive damages.

19 137. Plaintiff has been forced to hire an attorney to prosecute this action and therefore20 seek recovery of his attorney's fees and costs pursuant to the law.

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WHEREFORE, Plaintiff prays as follows:

1. For a declaration of rights and obligations as between Plaintiff and Defendants;

23 2. For judgment against Defendants for damages in an amount in excess of
24 \$15,000.00, together with interest thereon until entry of judgment;

3. For an award of punitive damages against Defendants for the fraudulent transfers
in an amount in excess of \$15,000.00, together with interest thereon until entry of judgment;

4. For entry of an order compelling Defendants to pay Plaintiff's costs and attorneys' fees;

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	1	5. Consequential and incidental damages according to proof at trial; and							
	2	6. For such other and further relief as the Cour	For such other and further relief as the Court may deem just and proper.						
	3	3							
	4	DATED: August 13, 2018	INGS & FULTON, LTD.						
	5								
	6	By:	<u>/s/ Jared B. Jennings, Esq.</u> D B. JENNINGS, ESQ.						
	7	JARE V	D B. JENNINGS, ESQ. a Bar No. 007762						
	8		ADAM R. FULTON, ESQ. Nevada Bar No. 11572						
	9	JENN	INGS & FULTON, LTD. Sorrel Street						
	10	Las Vo	egas, NV 89146						
	11	Facsin	none:(702) 979-3565 nile:(702) 362-2060						
JENNINGS & FULTON, LTD 2580 Sorrel Street Las Vegas, NV 89146 702.979.3565	12	Email: Email:	jjennings@jfnvlaw.com afulton@jfnvlaw.com						
NGS & FULTON 2580 Sorrel Street Las Vegas. NV 89146 702.979.3565	13		eys for Plaintiff Max Joly						
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CERTIFICATE OF SERVICE

Pursuant to NRCP 5(b) and EDCR 7.26, I hereby certify that on the 13th day of August 20186, I served a true and correct copy of the foregoing Plaintiff's **SECOND AMENDED COMPLAINT** by direct email through the Court's electronic filing system and prepaid first-class postage, to the persons and address listed below:

7 JEAN FRANCOIS RIGOLLET LE MACARON LLC
8 BYDOO LLC
2003 Smoketree Village Circle
9 Henderson, NV 89012
Pro Se

JENNINGS & FULTON, LTD. 2580 Sorrel Street Las Vegas, NV 89146 702.979.3565

/s/ Vicki Bierstedt

Employee of the Law Firm of Jennings & Fulton, Ltd.

EXHIBIT "1"

LLC Membership Purchase Agreement

This Purchase Agreement is entered into on September 20% 2015, between Max JULY, a married min (the "Saller"), and BYDOD LLC, a Nevada LLC (the "Buyer").

RECITALS

 C_{2}

A. Seller is a member in LE MACARON LLC, a Nevada limited liability company (the "Company");

B. The business and affairs of the Company are governed by an Operating Agreement dated July 9^h 2014 made between the members of the Company (the "Operating Agreement");

C. Seller owns a 50% mombership interest in the Company (the "Membership Interest");

b. Seller désires to sell and Buyer desires to purchase the Membership Interest in accordance with the terms of this Agreement, in consideration of the mutual promises, representations, warranties, and covenants contained in this Agreement, the Parties agree os follows:

Purchase and Sala of Membership Interest. Subject to the terms and conditions of this Agreement, Buyer agrees to purchase from Seller, and Seller agrees to sell to Buyer, Seller's Membership Intereship Interesh in the Company, in consideration thereof, Buyer agrees to purchase pay to Seller 4350,000.00 (three hundred and sixty thousand dollars) as the shares pare and balance of his owner account (balance of \$437,980 as of September 29th 2015). Payment is schedule as follow: \$400,000.00 (one hundred housand dollars) to be wire to seller no later than October 31st 2015, \$50,000.00 (inty thousand dollars) to be wire to seller no later than November 15th 2015, \$70,000.00 (seventy thousand dollars) to be wire to seller no later than Juoe 20th 2016. This depreciation is due and agrees by all parties because of lue high deficit of the company at the time of the server. company at the time of transaction.

The closing of the transactions contemplated by this Agreement (the "Closing") shell take place at the offices of LE MACARON LLC, at 2003 Smoketrae Village Cr. Henderson, Nevada on September 29th 2015.

Representations and Warranties of Seller. Seller represents and warrants to Buyer as of the date of this Agreement and as of

3. Representations and variances or secure and representations representations and variances or secure and the closing trat; the closing trat; a) Seller has full power and authority to execute and deliver this Agreement and to perform Seller's obligations under it, and that this Agreement constitutes the valid and legally binding obligation of Seller, enforceable in accordance with its terms and consideration. b) Neither the execution and delivery of this Agreement nor the consummation of the transactions contemplated by it will constitute a default under or require any notice under any agreement other than the Operating Agreement to which Seller is a party or the the following the security of the security

by which selfer is bound. by which selfer is bound. Seller holds of record, and owns beneficially, the Membership Interest, free and clear of any restrictions on transfer (other than any restrictions under the Operating Agreement or applicable law), taxes, security interests, options, warrante, purchase rights, contracts, commitments, equilies, cielms, or demands.

Representation and Warranties of Buyer, Buyer represents and warrants to Seller as of the data of this Agreement and as of the closing that:

 Buyer has full power and authority to execute and deliver this Agreement and to perform Buyer's oN/galons under it, and that this Agreement constitutes the valid and legally binding obligation of Buyer, enforceable in accordance with its terms and consideration,
 Nulther the execution and delivery of this Agreement on the consummation of the transactions contemplated by this Agreement will constitute a default under or require any notice under any agreement to which Buyer is a party or by which Buyer is bound.

5. Investment Intent of Buyer. Buyer acknowledges that the Mambership Interest has not been, and will not be, registered under the Federal Securities Act of 1933, or under any state accurities laws, and is being sold in reliance woonfarteni and state accmptions for transactions not involving any public offering. Further, Buyer is acquiring the Membership Interest selely for Buyer's own account for investment purposes only, and not with a view to further sale ar distillation. Buyer is a sophilicated investor with knowledge and experience in business and financial matters and has received the information concerning the Company and the Nembership Interest as Buyer regulates or desires in order to evaluate the membership Interest is owning the Membership Interest. Buyer is able to beer the economic risk and lack of liquidity inherent in owing the Membership Interest.

6. Closing Covenants and Conditions. Each of the Parties will use their reasonable bast efforts to take at actions and to do all things necessary to consummate and make effective the transactions contemplated by this Agreement. In furtherance thereof, Seller will use Sullar's reasonable bast efforts to obtain the consents of the other members of the Company to the state of the Hernbership interest, contemplated by this Agreement in the titne and manner required by the Operability Agreement and other Afernites to easily the consents of the other members of the Company to the state of the Afernites to easily the agreement in the titne and manner required by the Operability Agreements and applicable law. Seller will use Seller's reasonable best efforts to cause the Company to permit Buyer to have full access at all reasonable times, and in a manner so as not to Interfere with the normal buildness operations to the Company, to the permits, persons, books, records, and contracts of and pertaining to the Company, buyer will treat and hold such information in strict confidence and will not use any of this Information except in connection with this Agreement, and, if this Agreement is terminated for whatever reason, Buyer will return to the Company all such Information and any and oil copies.

The obligation of Buyer to consummate the transactions contemplated by this Agreement is subject to satisfaction of the

7. The obligation of adject to consummate the transactions contaminated by this Agreement is solved to adject to

8. Limited Indemnity by Seller. Seller shall indemnity, hold harmless, and defend Buyer from and agalast any and all liability arising at any time Seller owned the Kembership Interest, for Seller's default in Seller's promise to make a contribution to the Company; or if Seller has accepted or received a distribution with knowledge of facts indicating that it was inviolition of the Operating Agreement. or applicable law.

9. Terms of Operating Agreement. From and after Closing and at all times that Buyer is a member of the Company, Buyer shall be bound by all of the terms and conditions of the Operating Agreement.

be bound by an of the terms and conductors or the Operating Agreement. 10. Coverant Not to Compate; promise of Confidentiality. Until December 31th 2019, Seller shall not, directly or indirectly, compete with the Company in any repect, engage in any business or enterprise offening any products or service; identical to, similar to, or competitive with any products or services that have been, or may hereafter be offered by the Company, nor match, solicit, or interrest to competitive with any products or services that have been, or may hereafter be offered by the Company, or ontact, solicit, or attempt to competitive with any products or services that have been, or may hereafter be offered by the Company, or ontact, solicit, or attempt to Seller shall not use or disclose any intollectual property, trada secrets or information, konvidege, or data relating in any way to the past, present, or future business affairs, conditions, customers, efforts, employees, operaions, pradices, products, processes, properties, selles, or services of or relating in any way to the Company in whatever form. Seller solaressis agrees and acknowledges that a loss antising from a breach of any provision under this Paragraph may not be reasonably and equilabily compensated by montey deragages. Therefore, Seller agrees that in the case of any such breach. Company is nall be entitled to inservice agrees and acknowledges that a loss antising from angeing in any prohibited activity, which relief shall be compatent jurisdition attil determine ther equilabile relief to provent Seller from engaging in any prohibited activity, which relief shall be compatent jurisdition attil determine that any part or all of any provision of this Paragraph is uneflorceable or invalid due to the scope of the activitiat sub-atting the provisions of this Paragraph shall be enforceable to the Rulest extent and scope permitted by law. The parties also agrees to be bound by any judicial modifications to these provisions that any court of competent juri

. Paragraph. This orticle is limited to the State of Nevada.

11. Non-assign ability. This Agreement shall not be assignable by any Party without the prior written consent of the other Party.

12. Applicable Law. This Agreement shall be governed by and construed in accordance with the laws of the State of NEVADA.

13. Entire Agreement. This Agreement, including any attached exhibits, embodies the entire agreement and understanding of the Parties with respect to its subject matter and supersedes all prior discussions, agreements, and undertakings between the Parties. The parties have executed this Agreement on the date listed on the first page.

BYDOD LLC Jean-Francols, Manager STATE OF NEVADA)

Max JOLV

) ss. COUNTY OF CLARK)

On day of SEPT 29, 2015 personally appeared before me, a Notary Public, personally known or proven to me to be the person(s) whose name(s) is/are subacribed to the above instrument who acknowledged that he/she/they executed this instrument for the purposes therein

contained. Nota



STATE OF NEVADA)) ss. COUNTY OF CLARK)

On day of Story 724, 2015 personally appeared before me, a Notary Public, personally known or proven to me to be the person(s) whose name(s) is/are subscribed to the above instrument who acknowledged that he/she/they executed this instrument for the purposes therein contained.

ota

CLIFFORD CAPALA Notary Public, State of Novada Appointment No. 11-4166-1 My Appt. Expires Dec 24, 2016

ASSIGNMENT OF MEMBERSHIP INTERESTS

For good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, Max JOLY, a married man (hereinafter referred to as "Assignor"), hereby assigns, setsover and transfers to BYDOO LLC, a NEVADA limited liability company (hereinafter referred to as "Assignee"), effective as of the date hereof, all of Assignor's membership interests in LE MACARON LLC and its series, a NEVADA limited liability company (the "LLC"), being a fifty percent (50%) membership interest, leaving Assignor without an interest in said LLC, and Assignee hereby accepts such assignment, as provided under the LLC Membership Purchase Agreement dated September 29th 2015 between Assignor and Assignee (the "Agreement").

TO HAVE AND TO HOLD the same unto the Assignee, its respective successors and assigns forever; and Assignor does for itself, and its successors and assigns, covenant and agree with Assignee to specifically warrant and defend title to the said membership interests assigned hereby unto the Assignee, its successor and assigns, against any and all claims thereto by whomsoever made by or through the Assigner; and Assignor does, for itself, and its successors and assigns, warrant and represent to the Assignee that the title conveyed is good, its transfer is rightful; that no consent or approval by any other person or entity is required for the valid assignment by the Assigner to the Assigner of the membership interests referenced herein; and that the membership interests are, have been, and shall be delivered free and clear from any security interest or other lien or encumbrance; and Assignor does, for itself, and its successors and assigns, warrant and represent to the Assignee that there are no attachments, executions or other writs of process issued against the membership interests conveyed hereunder; that it has not filed any petition in bankruptoy nor has any petition in bankruptoy been filed against it; and that it has not been adjudicated a bankrupt; and Assignor does, for itself, and its successors, and assigns, warrant that it will execute any such further assurances of the foregoing warranties and representations as may be requisito.

May JOLY BYDGO LLC Jean-François, Mar

L

STATE OF NEVADA)) 59. COUNTY OF CLARK }

On day of SEPT. 29, 2015 personally appeared before me, a Notary Public, personally known or proven to me to be the person(s) whose name(s) is/are subscribed to the above instrument who acknowledged that he/she/they executed this instrument for the purposes therein contained.

CLIFFORD CAPALA Notary Public, Slate of Nevada Appointment No. 11-4166-1 My Appt. Expires Dec 24, 2018

STATE OF NEVADA)

COUNTY OF CLARK

On day of \$577. 29, 2015 personally appeared before me, a Notary Public, personally known or proven to me to be the person(s) whose name(s) is/are subscribed to the above instrument who acknowledged that he/s/s/fipsy executed this instrument for the purposes therein contained.

CLIFFORD CAPALA Ndtary Pul Notary Public, Slate of Nevada Appointment No. 11-4168-1 My Appl. Expires Dec 24, 2018

EXHIBIT "2"

Records Search & Order System

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You searched under: Ownership for: bydoo with the document types of: Ownership Documents between: 1/1/1900 and 6/29/2017

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Records Search & Order System

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Page 1 of 2

Search Results Print

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EXHIBIT "2"



RECORDING COVER PAGE

(Must be typed or printed clearly in BLACK ink only and avoid printing in the 1" margins of document)

APN# 178-20-311-033

(11 digit Assessor's Parcel Number may be obtained at: http://redrock.co.clark.nv.us/assrrealprop/ownr.aspx)

TITLE OF DOCUMENT (DO NOT Abbreviate)

NOTICE OF PENDENCY OF ACTION AND LIS PENDENS

Document Title on cover page must appear EXACTLY as the first page of the document to be recorded.

RECORDING REQUESTED BY:

Jared B. Jennings, Esq.

RETURN TO: Name_____ Jennings & Fulton, Ltd.

Address 6465 West Sahara Ave., Suite 103

City/State/Zip Las Vegas, NV 89146

MAIL TAX STATEMENT TO: (Applicable to documents transferring real property)

Name

Address

City/State/Zip

This page provides additional information required by NRS 111.312 Sections 1-2. An additional recording fee of \$1.00 will apply. To print this document properly, do not use page scaling. Using this cover page does not exclude the document from assessing a noncompliance fee. P:Common\Forms & Notices\Cover Page Template Feb2014

Inst #: 20170405-0002429 Fees: \$19.00 N/C Fee: \$0.00 04/05/2017 03:17:20 PM Receipt #: 3050704 Requestor: JENNINGS & FULTON LTD Recorded By: CDE Pgs: 3 DEBBIE CONWAY CLARK COUNTY RECORDER

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• .	JENNINGS & FULTON, LTD.	2010 - 20
2	JARED B. JENNINGS, Esq. Nevada Bar No. 7762	· · · · · · · · · · · · · · · · · · ·
3	Email: jjennings@jfnvlaw.com	
.4	ADAM R. FULTON, Esq. Nevada Bar No. 11572	Electronically Filed
5	Email: <u>afulton@jfnylaw.com</u>	04/04/2017 05:07:43 PM
Э.	6465 West Sahara Avenue, Suite 103	
6	Las Vegas, Nevada 89146 Telephone (702) 979-3565	Alun A. Elun
7	Facsimile (702) 362-2060	CLERK OF THE COURT
. 8	Attorneys for Plaintiff: Max Joly	
	DIGTE	
9		UCT COURT , DUNTY, NEVADA
10	CLARK CO	***
11		· · ·
	MAX JOLY, an individual	Case No.: A-16-734832-C
12		
13	Plaintiff, vs.	Dept. No.: XXV
14		NOTICE OF MENDINGY OF
	JEAN FRANCOIS RIGOLLET, an	NOTICE OF PENDENCY OF ACTION AND LIS PENDENS
,15 ,	individual; LE MACARON LLC, a Nevada Limited Liability Company; BYDOO LLC,	ACTIONARD LISTERDENS
16	a Nevada Limited Liability Company;	
17.	DOES 1-10; and ROE CORPORATIONS 1-	
18	10,	
	Defendants.	
.19	Detendants.	
20		
21	NOTICE OF PENDENCY OF	F ACTION AND LIS PENDENS
22	NOTICE IS HEREBY GIVEN TO AN	Y AND ALL PERSONS AFFECTED HEREBY
23	that a complaint has been filed in the above-en	titled matter by the foregoing Plaintiff Max Joly,
	as against certain Defendants, including JEA	AN FRANCOIS RIGOLLET, an individual, LE
24	•	Company, and BYDOO LLC, a Nevada Limited
25	· · /	
26		n and to the following property and that said
		hereon and that said Plaintiff does hereby provide
27		Revises Statutes to any and all persons claiming
28	any interest in the Subject Real Property of this	s pending action located in Clark County, Nevada,
1		

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JENNINGS & FULTON, LTD. 6465 W. Sahara Ava, Saide 103 Las Vegas, NV 89146 702.979.3565

commonly known as 2003 SMOKETREE VILLAGE CIR, HENDERSON, NV 89012, also described as APN# 178-20-311-033 and recorded in the Official Records of the Clark County, Nevada, Office the Recorder as follows:

LOT TEN (10) IN BLOCK FOUR (4) OF PARCEL 31 (A PORTION OF GREEN VALLEY RANCH – PHASE 2), AS SHOWN BY MAP THEREOF ON FILE IN BLOCK 63 OF PLATS, PAGE 11, AND BY CERTIFICATE OF AMENDMENT RECORDED OCTOBER 11, 1995 IN BOOK 951011 AS DOCUMENT NO 01517, IN THE OFFICE OF THE COUNTY RECORDER OF CLARK COUNTY, NEVADA. [hereinafter "Subject Property"].

Pursuant to NRS 14.010 notice is hereby provided that Plaintiff is seeking to assert his rights to legal and equitable title in and to the Subject Property and to establish and declare Plaintiff's rights in the Subject Property, as well as additional claims of general and specific damages as alleged, attorney's fees and litigation costs, as well as any other form of relief which the Court may deem to be appropriate due to one or more of Defendant's acts, errors, conspiracies, and/or omissions, including the fact that said property is an asset of Judgment Debtor so indebted to Claimant.

Dated: This <u>474</u>, day of <u>April</u>, 2017

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JENNINGS & FULTON, LTD.

ÉD B. JENNINGS, Esq

Nevada Bar No. 7762 Email: <u>jjennings@jfnvlaw.com</u> ADAM R. FULTON, Esq. Nevada Bar No. 11572 Email: afulton@jfnvlaw.com 6465 West Sahara Avenue, Suite 103 Las Vegas, Nevada 89146 Telephone (702) 979-3565 Facsimile (702) 362-2060 Attorneys for Plaintiff: Max Joly

EXHIBIT "3"

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	,		8/6/2018 3:52 PM Steven D. Grierson			
			CLERK OF THE COURT			
	1	DCRR	Otimes Anno			
	2	Jared B. Jennings, Esq.	х			
	·	Nevada Bar No. 7762 E-mail: <u>jjennings@jfnvlaw.com</u>				
•	3	Adam R. Fulton, Esq.				
	4	Nevada Bar No. 11572 E-mail: <u>afulton@ifnvlaw.com</u>				
	5	Tod R. Dubow, Esq.				
	6	Nevada Bar No. 7323				
		E-mail: <u>tdubow@jfnvlaw.com</u> JENNINGS & FULTON, LTD.				
	1	2580 Sorrel Street				
• 1	8	Las Vegas, Nevada 89146 Telephone: (702) 979-3565				
	9	Facsimile: (702) 362-2060				
•	10	Attorneys for Plaintiff/Counter-Defendant MAX JOLY				
r	11	DISTRICT COURT				
). 2 2060	12	CLARK COUNT	· · · · · · · · · · · · · · · · · · ·			
N, LTD EET 89146 702 362	13		CASE NO.: A-16-734832-C			
ULTO L STRE VADA 5 + FW	14	MAX JOLY, an individual	CASE NO A-10-734832-C			
S & FI ORRE AS, NE 79356		Plaintiff,	DEPT. NO.: XXV			
JENNING 2580 S LAS VEG HIONE 702 9	15	VS.				
JENT LA	16	JEAN FRANCOIS RIGOLLET, an				
ם	17	individual; LE MACARON LLC, a Nevada Limited Liability Company; BYDOO LLC,				
	18	a Nevada Limited Liability Company; BORIS JAKUBCZACK, an individual;				
	19	AHICAN, LLC, a Nevada Limited				
		Liability Company; DOES 1-10; and ROE CORPORATIONS 1-10,				
	20	Defendants.				
	21	JEAN FRANCOIS RIGOLLET, an				
	22	individual; LE MACARON LLC, a Nevada Limited Liability Company; BYDOO LLC,				
	23	a Nevada Limited Liability Company;				
	24	DOES 1-10; and ROE CORPORATIONS 1-10,				
	25					
-		Counter-Claimant,				
	26	vs.				
	27	MAX JOLY, an individual,				
	28	Counter-Defendant.				
			-1- JUL 3 1 2018			

Case Number: A-16-734832-C

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DISCOVERY COMMISSIONER'S REPORT AND RECOMMENDATIONS

Hearing Date: June 12, 2018 - Discovery Conference.

Appearances: Adam R. Fulton, Esq. of the law firm JENNINGS & FULTON,

LTD. appearing on behalf of Plaintiff. Defendants did not appear.

FINDINGS

This matter having come on before the Discovery Commissioner for scheduling status. The Discovery Commissioner finds as follows:

Defendants LE MACARON LLC and BYDOO LLC did not appear 1) and no counsel is representing the entities. Defendant JEAN FRANCOIS RIGOLLET is an individual who also did not appear.

The Commissioner finds that LE MACARON LLC and BYDOO LLC 2) must have counsel of record and if they do not, the issue should be addressed with the District Court Judge. Defendant JEAN FRANCOIS RIGOLLET may represent himself in pro per.

An answer was filed on behalf of Defendants, but their counsel 3) 18 subsequently withdrew, and Defendants are not cooperating in the Case 19 Conference Report procedure. 20

H.

RECOMMENDATION

IT IS HEREBY RECOMMENDED, as follows:

That Defendants LE MACARON LLC and BYDOO LLC be 1) represented by counsel pursuant to EDCR 7.42.

That all three Defendants have up and until 8-13-18 to file a Case 2) 27 Conference Report or join in Plaintiff's Case Conference Report, otherwise 28

sanctions will issue including but not limited to striking the pleadings.

3) That a scheduling Order be issued as follows: discovery cut-off of 2/7/19, adding parties, amended pleadings and initial expert disclosures due 11/9/18, rebuttal expert disclosures due 12/10/18, dispositive motion to be filed 3/11/19.

The Discovery Commissioner, having reviewed all pleadings and papers on file herein and having heard oral arguments presented by counsel, hereby submits the above recommendation.

11 DATED this /2 day of July 2018.

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2580 SORREL STREET LAS VEGAS, NEVADA 89146 TELEPHONE 702 979 3565 ◆ FAX 702 362 2060

JENNINGS & FULTON, LTD

DISCOVERY COMMISSIONER

17Submitted by:18JENNINGS & FULTON, LTD.

JARED B. JENNINGS, ESQ.

21 Nevada Bar No. 7762

22 E-mail: jjennings@jfnvlaw.com ADAM R. FULTON, ESQ.

- 23 Nevada Bar No. 11572 E-mail: afulton@jfnvlaw.com
- 24 TOD R. DUBOW, ESQ.
- 25 | Nevada Bar No. 7323 E-mail: tdubow@ifnvlaw.com

26 2580 Sorrel Street Las Vegas, Nevada 89146

- 27 Telephone: (702) 979-3565 Facsimile: (702) 362-2060
- 28 Attorneys for Plaintiff/Counter-Defendant MAX JOLY

NOTICE

Pursuant to NRCP 16.1(d)(2), you are hereby notified you have five (5) days from the date you receive this document within which to file written objections.

[Pursuant to EDCR 2.34(f) and objection must be filed and served no more than five (5) days after receipt of the Discovery Commissioner's Report. The Commissioner's Report is deemed received when signed and dated by a party, his attorney or his attorney's employee, or three (3) days after mailing to a party or his attorney, or three (3) days after the clerk of the court deposits a copy of the Report in a folder of a party's lawyer in the Clerk's office. <u>See EDCR 2.34(F)</u>]

A copy of the foregoing Discovery Commissioner's Report was:

Placed in the folder of Defendants' counsel in the clerk's office on _____

, Placed in the folder of Plaintiff's counsel in the clerk's office on ____

Electronically served on counsel on July 1, 2018, Pursuant to N.E.F.C.R. Rule 9.

Mailed to Defendants' at the following address on <u>July</u> 12018.

15 JEAN FRANCOIS RIGOLLET LE MACARON LLC 16 BYDOO LLC

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SORREL STREET EGAS, NEVADA 89146 1979 3565 ♦ Fax 702 362 2060

CHOR II

JENNINGS & FULTON, LTD.

2003 Smoketree Village CircleHenderson, NV 89012

Bv:

Commissioner Designee

CASE NAME: Max Joly v. Jean Francois Rigollet, et al. CASE NUMBER: A-16-734832-C

CASE NAME: Max Joly v. Jean Francois Rigollet, et al. CASE NUMBER: A-16-734832-C

ORDER

The Court, having reviewed the above report and recommendations prepared by the Discovery Commissioner and,

The parties having waived the right to object thereto,

No timely objection having been received in the office of the Discovery Commissioner pursuant to EDCR 2.34(f),

Having received the objections thereto and the written arguments in support of said objections, and good cause appearing.

AND

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LAS VEGAS, NEVADA 89146 TELEPHONE 702 979 3565 ♦ FAX 702 362 2060

REE) 891

JENNINGS & FULTON, LTD

IT IS HEREBY ORDERED the Discovery Commissioner's Report and Recommendations are affirmed and adopted.

IT IS HEREBY ORDERED the Discovery Commissioner's Report and Recommendations are affirmed and adopted as modified in the following manner. (attached hereto)

IT IS HEREBY ORDERED that a hearing on the Discovery Commissioner's Report is set for _____, 2018, at a.m.

UGUN DATED

DISTRICT COURT JUDGE

2018.

-5-

EXHIBIT "9"

EXHIBIT "9"

icuSign En	velape ID; AE33FD5E-ADB2-409D-91ED-BFF8FDD2BA5A	Electronically Filed 9/2/2018 2:06 PM Steven D. Grierson CLERK OF THE COURT		
1	Jean Francois RIGOLLET	Atum & Atum		
2	2003 Smoketree Village HENDERSON			
3	89012 - NEVADA Telephone: (702) 985-1205			
4	rigollet.jfsenior@wanadoo.fr			
5	PRO SE			
б	FIGHTH JUDICIA	L DISTRICT COURT		
7		NTY, NEVADA		
8				
9		T.		
10	MAXJOLY, an individual,	Case No.: A-16-734832-C		
11		Dept. No.: XXV		
12	Plaintiff and Counter-Defendant,			
13	M.			
14	JEAN FRANCOIS RIGOLLET, an individual;	and a state of the		
15	LE MACARON LLC, a Nevada Limited	REPLY TO OPPOSITION TO		
16	Liability Company, BYDOO LLC., a Nevada Limited Liability Company; DOES 1-10, and	MOTION TO EXPUNGE NOTICE OF LIS PENDENS		
17	ROE CORPORATIONS 1-10,			
18	Defendants and Counter-Claimants.	Date of hearing : September 11, 2018		
19	-	Time of hearing: 9:00 a.m.		
20				
21	T Defendent Law Response RIGOUT R	This was at the second contrasts does Disader to		
22	I, Defendant Jean François RIGOLLET, in proper person, submit this Reply to			
23	Opposition to Motion to Expunge Notice of I	as Pendens recorded by Plaintiff.		
24		the second s		
25	MEMORANDUM OF POIN	TS AND AUTHORITIES		
26				
27	I reply to the opposition file by the opposing p	party and support my motion with the		
28	facts, law and legal analysis below :			
	Case Number	A-16-734832-C		

Case Number: A-16-734832-C

1/INTRODUCTION

Based upon Plaintiff's inability to satisfy the statutory requirements of NRS 14.015 (2) and (3), this Court Should issue an order cancelling Plaintiff's Notice of Lis Pendens pursuant to NRS 14.015 (5).

2/ STATEMENT OF FACTS

Plaintiff filed Complaint on 10/7/2016, while Mr. Max JOLY sell to BYDOO LLC his 50% share of the Le Macaron LLC (Exhibit A), and the price has not been paid. An answer to first amended complaint and counterclaim filed on 12/7/2017.

In conjunction with filing its Complaint, Plaintiff filed a Notice of Lis Pendens on 4/4/2017 relative to the property 2003 Smoketree Village Circle – HENDERSON – NV – 89012. This property is owned by TAHICAN LLC, which is not part in this lawsuit. Plaintiff recorded the Notice of Lis Pendens with the Clark County Recorder on 4/5/2017 as Instrument No. 20170405-0002429. (Exhibit B)

The property at 2003 Smoketree Village Circle was acquired by Defendant Rigollet in his personal capacity on March 31, 2011 (Exhibit C). The acquisition of the \$155,000 property was 100% funded by Defendants' personal funds in France, wired by Defendant Rigollet to the title company on March 30, 2011 (Exhibit D), such funds having been wired the previous month from Defendant's French bank account (Exhibit E).

According to Plaintiff's own statements, it is only in August 2013, i.e., 28 months after Defendant Rigollet acquired the property at Smoketree that Plaintiff started make real estate investments in the United Sates (Second Amended Complaint, at 17). March 2011 is also 39 months prior to Defendant Rigollet and Plaintiff signing the operating agreement of Le Macaron LLC, and 54 months prior to the LLC Membership Purchase Agreement that is the subject matter of the lawsuit brought by Plaintiff.

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By the time the Defendant Rigollet and Plaintiff signed the LLC Membership Purchase Agreement, Defendant Rigollet had owned his house for over four years, a house that he had acquired and funded with his own personal funds that he brought to the United States directly from France. Not a penny of the Smoketree property has ever been funded by funds connected in any way, shape or form to Plaintiff.

Plaintiff never had any ownership or other interest in the property.

Plaintiff also never had any ownership in any of the two Nevada limited liability companies that owned the Smoketree property subsequently to Defendant Rigollet's ownership (Bydoo LLC, which acquired the property from Mr. Rigollet on April 12, 2013 (Exhibit F) and Tahican LLC, which acquired the property from Bydoo, LLC on May 4, 2016 (Exhibit G).

3/ ARGUMENT

A lis pendens can only be supported by a claim that affects title to real property, or a claim that affects possession of real property. See NRS 14.010(1). The purpose of a lis pendens is to provide notice that there is pending litigation related to a property. See NRS 14.010(3).

In this case, the dispute concerns an assignment of shares in a company, but has nothing to do with the property located at 2003 Smoketree Village in HENDERSON -NEVADA.

Plaintiff admits that under NRS §14.015(2), a lis pendens is not valid unless either the subject of the action is for the foreclosure of a mortgage upon the real property described in the notice or affects the title or possession of the real property described in the notice.

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The underlying claims do not involve a foreclosure of a mortgage of the property. These claims also do not affect the title or possession of the property. In fact, none of the underlying claims have any connection with the Smoketree property.

Under Nevada law, it is fundamental to the recording of a lis pendens that the action involve some legal interest in the challenged real property, such as title disputes or lien foreclosures. See In re Bradshaw, 315 B.R. 875 (Bkrtey.D.Nev.2004). A lis pendens may not be used to obtain a type of pre- judgment writ of attachment which can later be used in the eventual collection of a judgment. Levinson v. Eighth Judicial District Court in and for the County of Clark, 1109 Nev. 747, 857 P.2d 18, 20-21 (1993). In other words, if a plaintiff merely has a suit for monetary damages against a defendant, the plaintiff cannot record a lis pendens against that the defendant's real property to secure payment for any judgment the plaintiff might eventually obtain. The Nevada Supreme Court has observed that lis pendens are not appropriate instruments for use in promoting recoveries in actions for personal or money judgments; rather, their office is to prevent the transfer or loss of real property which is the subject of dispute in the action that provides the basis for the lis pendens." Levinson, 857 P.2d at 20. Because the Smoketree property has no connection whatsoever with the underlying claims, it is not, and may not conceivably in any way be, the subject of the dispute in this action.

Furthermore, a plaintiff improperly filing a lis pendens against a defendant's real property without the requisite legal basis, could end up subject to sanctions, usually in the form of an award of attorney's fees to the defendant.

4/ CONCLUSION

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Based up the foregoing Defendant requests that the Court grant this motion and issue an order cancelling Plaintiff's Notice of 1 is Pendeus. A proposed order for the Court's consideration is attached to the pending motion.

Dated 31th August 2018

Respectfully submitted by:

/s/Jean François Rigollet

Kaufrances RGOUET

Jean Francois RIGOLLET

2003 Smoketree Village HENDERSON 89012 - NEVADA

Telephone: (702) 985-1205 rigollet.jfsenior@wanadoo.fr

DEFENDANT IN PROPER PERSON

CERTIFICATE OF MAILING

	CERTIFICATE OF MAILING	
Pursu	uant to NRCP 5(b), I, Jean François RIGOLLET, certil	ý thư on this day (
personally se	erved a true and correct copy of the REPLY TO OPPO	SITION TO
MOTION TO	O ENPUNGE OF LIS PENDENS by:	
	U.S. Mail	
_	Eucsimile	
×	Electronic Service Pursuant to EDCR 7.26, EDCR 8	3.05, and LDCR 8,0
To the follow	king;	
Jared Jermin 6465 Las V	n R. Fulton, Esq. I Jennings, Esq. ings & Fulton W. Sabara Ave., Suite 103 Vegas NV 89146 Attorneys Plaintiff and counter- indant	
DATED this		içəis RIGULLEI COIS ree Village IV 9412 5-1205

CLARK COUN MAX JOLY, an individual: Plaintiff, V5. JEAN FRANCOIS RIGOLLEY, an	Case No.: A 10-734872-C Dept. No.: XXV							
CLARK COUN MAX JOLY, an individual: Plaintiff, V5. JEAN FRANCOIS RIGOLLEY, an	NTV.NEVADA)) Case No.: Δ 16-734832-C)							
MAX JOLY, an individual: Plaintiff, V5. JEAN FRANCOIS RIGOLLEY, an) Case No.: Λ 10-734872-C							
Plaintiff, vs. JEAN FRANCOIS RIGOLLEY, an)							
Plaintiff, vs. JEAN FRANCOIS RIGOLLEY, an)							
V5. JEAN DRANCOIS RIGOLLEY, an)							
	The second se							
individual, LE MACARON LLC, a Nevada Limited Liability Company: BYDOO LLC, a Nevada Limited Liability Company: DOES 1-10, and ROE CORPORATIONS 1-10, Defendants.	FIRST AMENDED COMPLAINT EXEMPT FROM ARBITRATION: AMOUNT IN CONTROVERSY EXCEEDS \$50,000.00 & DECLARATORY RELIEF SOUGHT							
	X.							
Plaintiff MAX JOLY (hereinafter "Plaintiff") by and through his attorneys of record, the law firm of Jennings & Fulton, 1.TD, hereby files this liber Amended Complaint agains Defendants JEAN FRANCOIS REGOLLET, LE MACARON LCC, BYDOO LLC, DOES J-10 and RUB UDREFORATIONS 1-10 and allege as follows:								
					PARTIES, JURISDICTION, AND VENUE			
					1. Plantiff is an individual whose principle residence is in Lausanne. Switzerland			
					2. Defendant JEAN FRANCOIS RIGOLLET (hereinaflev "Rigollet") is an			
individual whose principal residence is in Clark County, Nevada,								
	And a state of the							
	and RUE CORFORATIONS 1-10 and allege as <u>FARTICS, JURIS</u> 1. Planniff is an individual whose j 2. Defendant JEAN FRANCOIS							

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Defendant LF MACARON, LLC (hearing/ter "Le Macaron") is a finited liability corporation formed under the laws of the United States and the State of Nevada, and conducts business in Clark County, Nevada.

÷ Defendant BYDOO, LLC (hereinafter 'Bydoo') is a limited liability composition 4. formed under the laws of the United States and the State of Nevada, and conducts business in 61 Clark County, Nevada. 7

5. Plaintiff does not know the true names of the individuals, corporations, paramerships and entities sued and identified in fictinous names as DOE8 1-10 and ROF. CORPORATIONS 1-10. Plaintiff alleges that such Defendants assisted or participated in activities that resulted in damages suffered by Plantiff as more fully discussed under the elamisfor relief set forth below. Plaindff will request leave of dris Honorable Court to amend this Complaint to show the true names and capacities of each such helitious Defendant when Plaintiff discovers such information.

6 This Court has personal jurisdiction over all parties, as all parties involved are residents of Clark County, Nevada, own property in Clark County, Nevada, or conduct business in Clark County, Nevada. The Court has subject matter jurisdiction as Plaintiff is seeking declaratory relief and breach of contract seeking damages in excess of \$50,000 00,

Venue is proper because all events giving rise to Plaintiff's cloims occurred in 7. Clark County, Novada,

GENERAL ALLEGATIONS

Harkground 1.

8. Plaintiff incorporates the allegations in the preceding paragraphy as though fully set forth herein.

24 ΩĽ. At all times relevant the causes of action stated herein occurred in Clark County. 15 Nevuda.

10. Plaintiff and Rigolka, and their respective wives, first encountered each other in-(be oarly 2000's and eventually the complex became friends.

IPANATACIAN, PLATON, UTO 446 W. Strawier, S., 5 (1) 446 W. Strawier, S., 6 (1) 448 Year of the State

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JENNINGS & FULTON, LTD, P.M.S. State M.S.C.P. De Manager (2012)

11 Since that time Rigollet has used francialent means, described in greater detail below, to convince Plainfull to agree to purchase an ownership interest in various joint ventures Recibility various residential properties and "Le Macaron" restaurant franchises located in Las Veges, Nevada) and then later defraud Phimitf of sald ownership interests and Phimitf's money through neturious means.

The following allegations of fraud are made for the purposes of setisfying the 72. standery requirement under N.R.C.P. 9(b) that a cause of action for fraud he glad "with particularity," as well as to support Plaintiff's allegation that Rigollet should be hald personally accountable for the actions of Bodoo under the doctrino of "piercing the comprate yoil."

11. Purchase Of Residential Investment Properties

13. On or alma December 31, 2012, Righlier proposed to Plaintiff a real estate investment opportunity in real estate in Las Vegas which Rightler assured Plaintiff would be profitable.

In April 2013, Rigoliet convinced Plauntiff to take part in the alorementioned 15 14. real estate investment and put Plaintiff in contact with Boris Jakubczack (hereinafter "Boris," a 16 non-party or this bugation) who was to facilitate the investment transaction.

15. In July 2013, Plaudiff (navelled to Las Vegas, Nevada and met with Rigotlei and Boris wherein they visited several residential properties.

On or about August 2013, of the behest of Rigollet and Boris, Plaintiff agoed to 16. contribute a grand total of \$755.665.85 rowards the purchase of five (5) residential properties for 21 investment purposes 22

On or about August 8, 2013, Bon's formed "NIPAMA LLC" for the purpose of 17-23 serving as the holding company for Plaintiff's investment in these properties and for which 24 Plaintiff and his spinuse would serve as the lone shareholders. 25

Plaintiff desined to serve as managing member of NIPAMA, LLC. Hewever, on-18 26 or about July 2013, Rigollet and Boris met with Plaintiff in person in Las Vegas and falsely. 27 misrepresented to Plaintiff that under Neyada law, only a Nevada resident could serve an 23

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manager of an LLC.

19. Based on this mercricl and fundalent misrepresentation, Plaintiff evontually consented to allowing Rigoller to serve as the manager of MIPAMA, I LC while foregoing any opportunity to serve in the same capacity, which gave him control over the MIPAMA LLC bank accounts.

20 On or about the end of August, the five (5) aforementioned properties were porchased and Rigoliet became the manager of NIL'AMA, LLC and was responsible for their insuragement.

Rigollet moved to Las Vegas in September 2013.

III. Plaintiff And Defendants Enter Into A Franchise Partnership To Operate "Le Macaron" Franchises

22. In April 2014, through discussions between Plaintiff and Rigollet regarding Rigollet accking to open a business to obtain an E-2 Investor Visa for Rigollet's sun (who evennually obtained a Green Card through a lottery system), Plaintiff showed Rigollet an advertisement for "Le Macaron" franchises (a pastry shop that sells macarons and other pastry products) and the two discussed the possibility of opening one or more to Las Veges.

18 23. The two travelled to Sanasota, Florida in May 2014 to meet with a franchisor and
 19 Visit existing stores.

20 24. Rigidlet suggested the two invest in the franchiacs as the investment would be 21 \$150,000 for each store and as they were going to open two stores, they each would invest 22 \$150,000 in the Venture, creating a 50% ownership interest for both Plaimiff and Bydoo in the 23 sentore.

24 35. From April 2014 to August 2014, Rigolist represented on multiple occasions to
 25 Plaintiff that Rigoller would contribute the same amount of money as Plaintiff into the company
 26 as Plaintiff and Rigollet were 50/50 partners.

Concern Environment, Anno 1971-1992 AUROR EDIER PARDOLS

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26. On or about July 9, 2014 Plaintiff and Bydoo executed an operating agreement to establish and operate Le Macaron. The operating agreement created a franchise parmership between Plantidf and Bydoo, with the aforementioned 50/50 aptil in ownership.

 Rigollet tasked Boris to set up "Le Macaron, LLC" with the Nevada Scorekary of State for purposes of operating the franchise.

28. Phintiff lived in Switzerland et all times relevant to this lifigation. Meanwhile, Rigollet (with the help of Boris), who was living in Las Vegas, assumed responsibility for the development of the venue, including eventual construction of the restaurants at issue.

29. Plaintiff relied throughout the venture on material representations made by Rigollet that Rigollot would manage this joint venture in a professional, profitable, and competent manner.

30. After establishing the franchise partnership, a search for possible locations for the restaurants was undertaken. Rigollet suggested the Gallena Mall as a possible site

 Based on this representation. Plaintiff agreed to the Galleria Mall etc. On October 29, 2014 a lease agreement was signed for an anticipated opening date of December 10, 2014.

32. A site for the second franchise was later selected of the Venotion Hotel & Casino, with a lease agricance being signed on November 25, 2014 According to Rigolici, this second restaurant would open in approximately March 2015.

33. Plaintiff had reservations about whether the site was too expensive. However, Bonis and Rigollet convinced him that it was the right location, in part by fulling Plaintiff he simply "did not know Las Vegas,"

34. To convince Plaintiff to agree to that particular location, Rigollet assured Plaintiff (km "money [was] not a problem" and that he would advance Plaintiff's anticipated rourn on the business' investment for a period of 2-3 years.

35. About this some time, Rigollet informed Plantiff that, without Plaintiff's consent or approval, he had awitched the venue's bank account to Bank of America (the previous 1£

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account, established by Boris, had been with Chase Bank)

36. Curiously, Plaintiff was never given any access to mis new account by Rigollet Plaintiff would later learn it was against the financial interests of the venture to have made this change. However, he was never given the opportunity to take part in the decision, thus constituting widence of fraud against him.

37. There were numerous unexplained delays in construction of the two Le Macaron restaurants. Permits were not himely issued, and neither Rigolics not Borls could explain sufficiently the reasons why.

38. Phanuiff (who was still living in Switzenand at the time) repeatedly espaced updates from Rigollot and/or Boris about the reasons for the outay, but they could not provide a sufficient answer.

39. During this time Plaintiff's wire was disguissed with cancer. Surgeries were performed in February 2015. March 2015, and a final surgery was performed in time 2015, which resulted in an emputation. This left Plaintiff in greater need of money.

40. On April 6, 2015, Doris stated construction of the restaurants were suffering from significant cost overruns and that he could do nothing to speed up the construction process because of trade onton regulations—a fact he has known from the beginning but did not disclose to Plaintiff.

 To assist with some of the costs to have the tranchises at more prominent and expensive locations, On Ivlay 26, 2015, the franchisor loaned the parties \$200,000.00.

42. These locations were more expansive than originally anticipated and during construction and set up, Rigollet was continually contacung Flaintiff in high pressured communications telling Plaintiff that he needed to contribute more money to save his investment and that Rigoliet was matching any additional cush inflations by Flaintiff as they were 50/50 partners so Plaintiff wired additional funds to Rigollet.

43. In order to assist in paying for cost overruns, Rigollet suggested Plaintiff agree to the cale of one or more of the residential real properties identified earlier in this Complaint.

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which Plaintiff was bestant to do but which Rigollet pressured him into doing representing to Plaintiff that he had a boyer who was willing to pay each for the properties of a fair market value. Rigollet falsely represented to Plaintiff that he would contribute the same amount of money to the venture that Planniff contributed if Plaintiff agrees to sell one of his properties. Plaintiff reluctantly approved the sale of one property and as Rigollet was the acting manager of NIPAMA, LLC, the entity which held Plaintiff's properties, Rigollet and the property willout showing Plaintiff any paperwork from the sale (purchase conteac), sentement statement; etc.) even though Plaintiff asked to see it. Plaintiff' suspects and believes that Rigollet would not show Plaintiff' the paperwork as he financially henefited from this sale (liegally while aging as a manager (fiduciary) to NIPAMA.

44. Plaintiff is informed and believes, and dereon alleges, that the aforementioned real estate was sold for less-than tracker value not at "arm's length" to a microsted party of Rigollet and Boris. Plaintiff is further informed and believes, and thereon alleges, that such is the direct result of fraud on the part of Rigollet and Boris designed to deprive him of his ownership interest in the properties while simultaneously benefiting Defendance in an unifier manner.

45. Through the sale of property and all the additional wires sent by Plaintiff to Rigotlet as as result of the high pressure communications demancing more money to prevent Plaintiff from Josing his investment. Plaintiff invested \$450,000 with Rigotlet for Le Macaron, with the belief that Rigotlet had invested the same, being 50/50 partners.

46. Plaintiff kegan to grow suspicious of Rigollet and the alleged need for moncy to cover alleged cost overruns. He was concerned Rydoo and/or Rigollet may not have contributed their \$450,000.00 share to the business venture. However, each time Plaintiff requested to see the financial records and books of the company, Rigollet made exchase as to why he couldn't provide them. As such, to this day Plaintiff has never seen his rown business venture's financial records.

The Calleria Joenfree opened on an about August 15, 2015, significantly late and

(EXCIDALS & SULFAUM, LTD.) and SU dating the frame in the "SULES" SU

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vastly over budget.

48 The Venetian receiver opcoul on or about September 20, 2015, also significantly late and vasily over budget.

49. At roughly the same time, Rigoilet miontionally standared Plaintiff to the fraudition, claiming Plaintiff had "abandoned" the venture, which was patently unrue.

 The venture obtained a health department license prior to the opening of the two restaurants.

51. All parties were excited about the venue and believed they would be very lucrative, especially after the openings as the franchism reported that it was the best recorded opening of any other Le Macaron franchise to date.

Then, on or about September 24, 2015, just after the openings, Rigollet met with 52. Plaintiff in person and told Plaintiff that he on longer wished to work with him and that he wanted to hay him out It was at this meeting that Rigollet made the following misrepresentations to Plaintiff: (1) that, pursuant to their agroement, Rigollet reaffirmed that he had invested the same amount of money into the verture that Plantiff had, (2) Rigollet rold Plainliff that since Plaintiff didn't have enough money to buy out Rigullet's interest in Le Masaron, that Plaintiff had as seen Riggolet's offer to buy Plainff's interest out and that if he didn't agree. Rigallet would withdraw from the company and, since the health department required a Nevada resident for it's health license, if Plaintiff were left as the sale owner and someood (and Rigollar pointed to himself) called the health department and reported it, the bealth department would shut the business down, effectively forcing Plainliff mic believing he had m sell his shares in the company to Rigoflet or that the business would be shou down and Plaintiff would lose his investment, (4) Rigollet represented that he would provide an accounting to Plaintiff showing the value of the assets, the unount of liabilities, and the investments made into the company prior to issuing Plaintiff a buyout amount, which Rigellet never provided. (5) Rigoloff fold Plaintiff that he would buy our Plaintiff's interest using Bydon, LLC, as Bydon ownot several valuable real estate properties that would effectively serve as "collateral" on the

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note Rigaltet would give him for his interest in Le Macarton. (6) Rigolea and Plaimiff that the blote would be structured to aggressively make large payments to Plaintiff and that he would have it paul off in less than a year.

53. Plaintiff felt blindsided at this meeting as he parties were jorially socializing jost the day herore discussing how successful the venture would be, and Plaintiff believed that if he didn't sell his interest to Rigollet. Rigolfet would withdraw his interest and report the business to the health department at shut it down and Plaintiff would have everything.

54. Additionally, although Plaintiff felt that he was being pushed out intentionally, he believed that Bigolier had several valuable properties owned by Bydoo, LLC and that Bigolen would make all the payments on the Note to buy out Plaintiff's interest allowing Plaintiff to recover some of his investment

55. From August 2013 to December 2015 Rigullet took money from NIPAMA, LLC, to pay for Rigollet's personal aspenses on his own properties, which belonged solely to Plautiff.

56. Under duress due to Rigollet s intentional take statement regarding the status of the health department license, knowing he could not relocate from Europe to oversee the stores, believing that Bydoo owned several valuable properties that far exceeded the amount of the buyour, and being essentially "fed up" with the lies and misrepresentations made by Rigellet (and Boria) during the construction process, especially by always insking excuses as to why Plaintiff could not see the financial records and books, Plaintiff agreed to sell his shore of the venture to Riguliei and Bydoo.

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IV. Plaintiff Sella His Interest in The Venture To Byrlan (Rigollet).

57. On or about September 29, 2015, Defendants, in exchange for Plaintiff's ownership interest, executed a LLC Membership Purchase Agreement ("Agreement"), attached hereto as Eshibit "1," wherein the Defendants agreed to pay the Plaintiff the principal sum of \$350,000.00 in installment agreements over a pariod of 9 membras.

58 The Agreement required payments to be made from the Defendants to the Pholmiff according to the physical schedule, which follows: \$100,000.00 to be paid to later than

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October 31, 2015: \$50,000,00 to be paid no later than November 15, 2015; \$70,000,00 to be paid. no later than February 28, 2016; and the remaining balance of \$140,000,00 to be paid no later than June 30, 2016.

50 Pursuant to the Agreement, Plaintiff assigned the ownership interest to the Defendants on September 29, 2015.

60_ To date, Defendants have never made one single payment according to the Payment schedule.

61 Plaintiff is informed and believes, and hereon allege, that Defendants movier intended to make a payment according to the Agreement, nor did Defendants intend folfill thur end of the Agreement

62 Plaintiff is informed and believes, and hereon alleges, that Defendants specifically intended to defraud Plaintiff of his ownership interest in all the manuers identified and described nbove and that Plaintiff relied on the material misrepresentations of the Defendants in entering into the aforementioned Agreement which resulted in damages to the Plaintiff.

63. Plaintiff has tried to contact the Defendants numerous times but Defendan's have not responded to Plantiff.

Defendation are in breach of the Agreement because the Defendants have not made tid. one single payment according to the payment schedule in the Agreement, and have not raid the entire pinchase price of \$360,000.00.

65. Defendants have committed numerous fraudulent acts throughout the course of this transaction, which are described with particularity in the paragraphs above as required by N, R, C, P, M(n), which results in the onlar deprivation of Plaintiff's ownership in both the Le Macaron business venuere as well as one or more of the real properties identified above, which were said to pay for costs related to the business venture.

Plaintiff seeks resolution of his claims once and for all by a court of competent. 66. jurisdiction.

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SPET MET IN

67. Plaintiff has sustained damages in excess of \$10,000.00 as a result of Defendants failure to abide by the terms of the Agreement.

68. Plaintilf has been forced to hire an attorney to proseque this action and thatfore seeks recovery of his attorneys' floss and court costs.

FIRST CLAIM FOR RELIEF

Breach of Contract (Against All Defendants)

69. Plaintill' incorporates the allogations in the preceding paragraphs as though fully set forth herein.

78. Plaintiff and Defendant entered into a valid and existing contrast (the Agreement) wherein the Defendant agreed to pay the Plaintiff as set forth harein.

71. Defendants breached the contract by failing to pay any of the scheduled payments owed to the Plaintiff.

72 Plaintiff has performed all conditions, towenants, and promises required by Plaintiff pursuant to the aforementioned Agreement by temsferring his ownership interest to the Defendants.

 As a direct and proximate consequence of the foregoing, Plaintiff has suffered damages in excess of \$10,000.00.

74. Plainfill has been forced to have an altorney to prosecute this action and therefore seeks recovery of his attorneys' fees and court costs pursuant to the law.

SECOND CLAIM FOR RELIEF

Declaratory Relief (Against All Defendants)

75. Plaintiff incorporates the allegations in the preceding paragraphs as though tully set forth harein.

76. A dispute has arisen and sonal controversy now suists between Plaintiff and Defendants, including (DOES 1-10 and ROF CORPORATIONS 1-10, and each of them, as to their rights and liabilities with respect to the Agreement, including the rights Plainfaff is claiming pursuant to the Agreement. Plaintiff claims a right to Defendants' personal property. Defendants

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dispute Plainull's claim Therefore, an actual controversy exists relative to the legal duties and rights of the respective parties, which Plaintiff requests the Court to resolve.

77. All of the rights and obligations of the parties areae out of one series of events or happenings, all of which can be settled and determined in a judgment in this one action. Plaintiff alleges that an actual controversy exists between the parties under the diremmatances alleged. A declaration of rights, responsibilities and obligations of the parties is essential to determine there respective obligations in connection with the Agreement. Plaintiff has not a true and speedy terriedy at law of any kind.

78. Planniff has been forced to hire an attorney to prosecute this action and therefore seeks recovery of his attorneys' fees and court costs pursuant to the law.

TIDRD CLAIM FOR RELIEF

Contractual Breach of the Covenant of Good Faith and Fair Deslings (Against All

Defendants)

79. Plaintiff incorporates the allegations in the proceeding paragraphs as though fully set forth herein.

80. Plaintiff and Defendants entered into a valid contract whereby Defendants promised to pay the Plaintiff pursuant to the forms of the Agreement.

81. Every contract possesses an implied and expressed covenant that the parties to the Agreement would act in good faith and deal fairly with the parties to the Agreement.

82. Plaintiff performed all conditions porsuant to the Agreement and transferred Plaintiff's ownership interest to Defendants monies at the time of contract formation and all other conditions, covenants, and promises pursuant in the aforencentioned Agreement with the Defendants.

8.3 Defendants breached the duty owed the Plaintiff when the Defendants in violation of the covenants and conditions stated in the Agreement, failed to perform pursuant to the Agreement by unipaying the Plaintiff when their performance became due and owing.

84. As a direct result of the Dalandam's breach of the written agreement, the Plaintiff has suffered damages as a direct and proximule consequence in an amount in cause of \$10,000,00.

85. Plaintiff has been forced to hire an attorney to prosecute this action and therefore seeks recovery of his attorneys' locs and court costs pursuant to the law.

FOURTH CLAIM FOR RELIEF

Unjust Enrichment (Against All Defendants)

86. Plaintiff incorporates the allegations in the preceding paragraphs as though fully net forth herein.

87 Plaintiff alleges that the Defendant has been unjustly enriched, because Defendants enjoy a 100% ownership interest in Datendant LL'MACARON, LLC without phying for 50% of that interest. Plauniff's ownership interests were transferred to the Defendants and the Defendants intertional or negligent breach of the Agroement has caused financial harm to the Plaintiff.

88. As a direct result of the Defendants' breach of the written connect resulting in the Defendants being unjustly enriched, the Plaintiff has suffered dumages as a direct and proximate consequence to an amount in ergests of \$10,000.00.

89. Plaintiff has been forced to hire an anomaly to prosecute this action and therefore seeks recovery of his attorneys' foce and court costs pursuant to the law.

FIFTH CLAIM FOR RELICE

Fraudulent Misrepresentation (Against All Defendants)

90. Plainuff incorporates the allegations in the preceding paragraphs as though fully set forth herein.

91. Unior to the transfer of Plaintiff's ownership interest, Defondants made freudulent representations to Plaintiff regarding Defendant Rigoller's and consequentially Bydoo's investment in the vanjure, fluents of withdrawl and cancellation of flue tostill fluence, an accounting, and that Bydoo's buyout of Plaintiff's shares would be secured by the substantial

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assets of Bydoo until die note was paid off. As alleged above, Defendants made further misreprescritations regarding the creation of the unity and control of the same for the properties that Plaintiff purchased. Further, Defendants made misrepresentations regarding the sale of Planniff's property and made unsrepresentations regarding Plaintiff's bank accounts:

92. Defendants know that the foregoing misrepresentations were false and intended to induce Plaintiff to act on the misrepresentation.

93. Plaintiff would not have transforred over his 50% ownership interest in Le Macaron without adequate consideration, and therefore Plaintiff justifiably relied on Defondant's fraudulent representations to sell his interest in Le Macaron.

94. As a direct and proximate result of Defendant's acts and omissions, Plaintiff has suffered and will continue to suffer direct, incidental, and consequential damages in an amount to be proven at trial, but in any event in excess of \$10,000,00, plus prepidgment interest.

95. Detendants acted willfully and multicipasty, and with oppression. fraud, termalice, and as a result of Defendant's wrangful conduct. Plaintiff is critical to an award of exemplary or punitive damages in an amount greater than \$10,000.00.

96. Plaintiff has been forced to hire an attorney to prosecute this action and therefore seek recovery of his attorney's fees and costs pursuant to the law.

SIXTH CLAIM FOR RELIEF

Piercing the Corporate Veil (Against Rightlet)

97. Plaimiff incorporates the allegations in the preceding paragraphs as though fully set touch therein

JM. Rigolles is the sole manager and owner of Le Macaron and Bydon.

23 09. There is such unity of interest and ownership herween he viaceson/Hydro and
 24 Rigolen that they are inseparable from each other.

100. Rigoffet set op and established these entitles with the intent to shield himself from personal Hability from his own personal business ventures is an individual with the intent to further his fraud upon the Plaintiff.

101. Rigollot represented to Plaintifi that he was going to buy Plaintiff's interest in 1.6. Macaron using Bydno as Bydoo had substantial assets to secure the note until it was paid off.

102. Rigolier misused the protections of a limited liability company by self-dealings such as, comingling finds, funnaling money to himself through these parities for his own personal gain as if these entities were merely hollow shells with no real assets or investors.

103: All of the profils derived through Le Macaron and Bydge flow directly to Rigollet, therefore both entities are merely the after egos to the Rigollet.

104 Adherence to the corporate fiction of a separate entity would promote a manifest injustice or fraud against Plainill' because Plainill' never received any consideration in exchange for his ownership interest.

(05. As a natural and proximate result of Rigollot using the above stated Derendent entities as direct result of Rigollot's breaches of written agreements and fraudulent activities. Flaintiff has suffered damages as a direct and proximate consequence in an amount in excess of \$10,000.00.

105. Flaintiff has been forced to hite an attorney to prosecute this action and therefore seeks recovery of his attorneys? fees and court costs pursuant to the law.

WHEREFORE, Plainuff prays as follows:

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VILLAND CHREEKED GREASS

For a declaration of rights and obligations as between Plaintiff and Defendance;

2 For judgment against Defendants for Jamages in an amount in excess of \$10,000.00, together with interest thereon until entry of judgment:

For entry of an order compelling Defendants to pay Plaintill's costs and anothers?

Consequencial and incidental damages according to proul at trial, and

2 3 4 5. For such other and further relief as the Court may deem just and proper. 5 Dated: This 74 day of October, 2016. ő 7 Dv. 8 JARED B. JENNINGS, ESO Nevada Bar No. 7762 9 jjennings@jimvlaw.com 10 ADAM R. FULTON, ESQ. Nevada Bar No. 11572 11 afulton@jfnvlaw.com JENNINGS & FULTON, LTD 6420 W Seems Ave. Sure 10 Law Year 94, 887 (h 2023 ASI 862 6465 West Sahara Avenue, Suite 103 12 Las Vegas, NV 89146 13 Telephone (702) 979-3565 Facsimile (702) 362-2060 14 Attorneys for Plaintiff Max Joly 15 16 17 18 19 20 21 22 23 24 25 26 27 28 1.6

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	2	CERTIFICATE OF SERVICE			
	4	Pursuant to NRCP 5(b) and EDCR 7.26, I hereby certify that on the 7th day of October,			
	4	2016, I served a true and correct copy of the foregoing Plaintiff's FIRST AMENDED			
	5	COMPLAINT by direct email (hrough the Court's electronic filing system, to the persons and			
	6	address listed bolow:			
	7				
	8	Nadin J. Cutter, Esq. George E. Robinson, Esq.			
	9.	CUTTER LAW FIRM, CHTD. 6787 West Tropicana, Sulle 268			
	10	Las Vegas, Nevada 89103			
		Telephone: (702) 800-6525 Facsimile: (702) 800-6527			
æ	11	Cutter@CutterLegal.com			
The state and the state of the	12	Counsel for Defendants			
ACTE OF THE	13				
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LEININE Autorite	15	/s/ Vicki Bierstedt			
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RECORDING COVER PAGE

(Must be typed or printed clearly in BLACK ink only and avoid printing in the 1" margins of document)

APN# 178-20-311-033

(11 digit Assessor's Parcel Number may be obtained at: http://redrock.co.clark.nv.us/assrrealprop/ownr.aspx)

TITLE OF DOCUMENT

(DO NOT Abbreviate)

NOTICE OF PENDENCY OF ACTION AND LIS PENDENS

Document Title on cover page must appear EXACTLY as the first page of the document to be recorded.

RECORDING REQUESTED BY:

Jared B. Jennings, Esq.

RETURN TO: Name Jennings & Fulton, Ltd.

Address 6465 West Sahara Ave., Suite 103

City/State/Zip_Las Vegas, NV 89146

MAIL TAX STATEMENT TO: (Applicable to documents transferring real property)

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This page provides additional information required by NRS 111.312 Sections 1-2. An additional recording fee of \$1.00 will apply. To print this document properly, do not use page scaling.

Using this cover page does not exclude the document from assessing a noncompliance fee. P:/Common/Forms & Notices/Cover Page Template Feb2014

Inst #: 20170405-0002429 Fees: \$19.00 N/C Fee: \$0.00 04/05/2017 03:17:20 PM Receipt #: 3050704 Requestor: JENNINGS & FULTON LTD Recorded By: CDE Pgs: 3 DEBBIE CONWAY CLARK COUNTY RECORDER

	4	NOLP JENNINGS & FULTON, LID. JARED B. JENNINGS, 1894.			
	2	Nevade Bar No. 7762			
	- 3	Email: jemanasin inviase com			
	4	ADAM R. FULTON, Esq. Nevuda Bar No. 11572	Electronically Filed		
	5	Email: abilian(u)aviav.com	DA/04/2017 05:07:43 PM		
	1.5	6465 West Sahara Avenue, Suite 103			
	6	Las Vegas, Nevada 8914/ Telephone (702) 979-3565	Office & letune		
	7	Facsimile (702) 362-2060	CLERK OF THE COUNT		
	8	Attorneys for Plaintiff. Idas Joly	and the second second		
	1	Nor	AN COLUMN		
	2	DISTRIC'L COURT CLARE COUNTY, NEVADA			
	10	CLARGE 1.00/11, 1.16 VALAL			
	11				
3		MAX IOLY, an individual	Case No.: A-16-734832-C		
A PUTTING & PUTTING 44 U.	12	Plaintiff,	and a management of		
	13	VS.	Dept. No.: XXV		
	14		Vorten or antionston on		
Dia a	15	JEAN TRANCOIS RIGOLLET, an	NOTICE OF PENDENCY OF ACTION AND LIS PENDENS		
E-MO	80	individual; 11 MACARON 11.C, a Nevada Lunited Liability Company: HYDOO LLC.	ACTION AND CASE DATIONED		
	16	a Nevada Limited Liability Company;			
	17	DORS 1-10; and ROE CORPORATIONS 1-			
	18	10,			
	14	Defendants.			
	5.11	-1000000			
	30				
	21	NOTICE OF PENDENCY OF ACTION AND LIS PENDENS			
	32	NOTICE IS HEREBY OVEN TO ANY AND ALL PERSONS AFFECTED HEREBY			
	23	that a complaint has been filled in the shows-entitled matter by the foregoing Plaintiff Max Joly,			
		as spainel cortain Defendants, including JEAN FRANCOIS RIGOLLET, an individual, LE			
	24	MACARON LLC, a Nevada Limited Liability Company, and BYDOO LLC, a Nevada Limited			
	25				
	26	Linbility Company, relains to tille in and to the following property and that said			
	×	Complaint thereby creates a constructive study therein and that said Plaintiff does hereby provide			
	27	partice pursuant to Chapter 14 of the Nevada Revises Stanties to any and all persons claiming			
	26	any interest in the Subject Real Property of this	pending action located in Clark. County, Neveda.		

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commonly known as 1003 BMOKETERE VILLAGE CIR., HENDERSON, NV 89012, also described as APN# 178-20-311-035 and recorded in the Official Broads of the Nork County, Nevada, Office the Recorder as follows:

LOT 12N (10) IN BLOCK FOUR (4) OF PARCEL 31 (A PORTION OF GREEN VALLEY RANCH - PHASE 2), AS SHOWN BY MAP THERBOY ON FILE IN BLOCK 63 OF PLATS, FAGE 11, AND BY CERTIFICATE OF AMENDMENT RECORDED OCTOBER 11, 1995 IN BOOR 951011 AS DOCUMENT NO DIST, IN THE OFFICE OF THE COUNTY RECORDER OF CLARK COUNTY, NEVADA, [breinafter "Subject Property"].

Parsuant to NRS 14.010 notive in hereby provided that Plaintiff is seeking to assure his rights to legal and aquitable title in and to the Subject Property and mostabilish and declare. Plaintiff's rights in the Subject Property, as well as additional claims of general and opecific thanages as alleged, morney's less and frightion nosit, to well as any other form of relief which the Court may deem to be appropriate due to one or more of Defendant's acts, errors, conspirables, and/or omissions, including the fact that outd property is an easet of Judgment Debtor so indebted to Claiment.

Dand: This 425 day of April 2017

JENNINGS & FULTON, LTD.

JARED B. JENNIERUS, Bag

Nevala Bar No. 7762 Email: jjet<u>nings@jjtljvlaw.com</u> ALJAM R. FULTON, Enq. Nevada Bar No. 11572 Efficiti effikoro@jftvlaw.com 6465 West Sahara Avenue, Soite 103 Los Vegaa Nevada 89146 Tolophone (702) 979-3565 Facairpile (702) 462-2060 Altorneys for Flointiff: More Joly

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Inst#: 20110331D005171 Fees: \$15.00 N/C Fre: \$).00 RPTT: \$790.50 Ex: # 03/31/2011 04:48:30 PM Receipt #: 725195 Requestor: STEWART TITLE OF NEVADA Resolded By: D/G PHS: 4 DERBIE CONIVAY CLARK COUNTY RECORDER

GRANT, BARGAIN, SALE DEED

THIS INDENTURE WITNESSETH: That Fannie Mae A/K/A Federal National Mortgage Association Organized and Existing under the laws of the United States of America for valuable consideration, the receipt of which is hereby acknowledged, does hereby Grant, Bergain Sell and Convey to

Jean-Francois Rigollet, a single woman

 all that real property situated in the County of Clark, State of Nevada, bounded and described as follows:

See Exhibit "A" attached hereto and by reference made a part hereo) for complete legat description

SUBJECT TO:

- i. Taxes for tiscal year; 2010-2011
- Reservations, restrictions, conditions, rights, rights of way and easements, if any of record on said premises.

DEED RESTRICTION:

Together with all and singular the tenements, hereditaments and appurtenances thereunto belonging or in anywiae appending, and any reversions, remainders, rents, issues or profits thereof

One Inch Martin on all sides of Document for Recorder's Use Only

Page 1 d 3

Dated: 3/31/11

Fannie Mae A/K/A Federal National Mortgage Association Organized and Existing under the laws of the United States of America

BY: Stewart Title Company Authorized Agent

Nolar

Public

BY: L.J. Jones, Assistant Secretary State of Nevada 53. County of Clark This instrument was acknowledged before me on By: L.J. Jones Signature:

(One inch Margin on all sides of Document for Recorder's Use Only

Page 2 al 3

Exhibit A LEGAL DESCRIPTION

File Number: 1035117FNMA- BG

Lot Ten (10) in Block Four (4) of Parcel 31 (A Portion Of Green Valley Ranch-Phase 2), as shown by map thereof on file in Book 63 of Plats, Page 11, and by Certificate of Amendment recorded October 11, 1995 in Book 951011 as Document No. 01517, in the Office of the County Recorder of Clark County, Nevada,

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Page 3 of 3

STATE OF	NEVADA	
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CHY	Las Vegas (AS A PUBLIC RECORD THIS I	State: NV Zip 89119 FORM MAY BE RECORDED/MICROFIL MED)

Wells Fargo Money Market Savings SM

Account number: 9501255393 March 1, 2011 - March 31, 2011 Page 1 of 4



JEAN-FRANCOIS RIGOLLET JACQUELINE M RIGOLLET 2600 W HARMON AVE # 28034 LAS VEGAS NV 89109-4538



Questions?

Available by phone 24 hours a day, 7 days a week: **1-800-TO-WELLS** (1-800-869-3557)

TTY: 1-800-877-4833 En español: 1-877-727-2932 TTY:1-888-355-6052 華語 1-800-288-2288 (8 am to 7 pm PT, M-F)

Online: wellsfargo.com

Write: Wells Fargo Bank, N.A. (825) P.O. Box 6995 Portland, OR 97228-6995

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Please see an important message on the last page of your statement that describes how Wells Fargo posts transactions to your account.

Important Wells Fargo ExpressSend Service Information

We would like to inform you about several recent changes to your Wells Fargo ExpressSend agreement(s) Terms and Conditions Section 10:

Effective immediately

- The maximum aggregate daily transfer limit for account and cash-based service agreements to all remittance network members in Mexico, El Salvador, Guatemala, Honduras, and Argentina is now \$1,500 US dollars per day. The daily transfer limit for FAMSA in Mexico will continue at the Mexican peso equivalent for \$1,000 US dollars per day.

- The maximum combined total daily amount that can be sent from all account and cash-based service agreements to all countries is now \$5,000 US dollars per day.

- The maximum combined total amount that can be sent during any rolling 30-day period from all account and cash-based service agreements is now \$12,500 US dollars.

If you have any questions please call 1-800-556-0605. Thank you for using the ExpressSend service when sending money home.

Account Number: 9501255393 . March 1, 2011 - March 31 2011 . Page 2 of 4





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Activity summary

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Wells Fargo Money Market Savings S™

Account number: 9501255393 February 1, 2011 - February 28, 2011 Page 1 of 3



JEAN-FRANCOIS RIGOLLET JACQUELINE M RIGOLLET 2600 W HARMON AVE # 28034 LAS VEGAS NV 89109-4538



Questions?

Available by phone 24 hours a day, 7 days a week: **1-800-TO-WELLS** (1-800-869-3557)

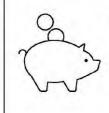
TTY: 1-800-877-4833 En español: 1-877-727-2932 TTY:1-888-355-6052 華語 1-800-288-2288 (8 am to 7 pm PT, M-F)

Online: wellsfargo.com

Write: Wells Fargo Bank, N.A. (825) P.O. Box 6995 Portland, OR 97228-6995

You and Wells Fargo

At Wells Fargo, we are committed to doing what's right for our customers based on their changing needs. That's why we periodically meet with our customers to ensure they have the right accounts and services for their financial needs. Visit a banker today and request a financial review.



With you when you want help balancing spending with saving

With a *Wells Fargo Cash Back*^{se} Credit Card, you can automatically apply your cash back earnings toward an eligible Wells Fargo checking, savings, personal loan, or home equity account. To learn more, call 1-800-WFB-OPEN, talk with us, or visit wellsfargo.com today.

Activity summary	
Beginning balance on 2/1	\$475.35
Deposits/Additions	168,093.70
Withdrawals/Subtractions	- 5.23
Ending balance on 2/28	\$168,563.82

Account number: 9501255393 JEAN-FRANCOIS RIGOLLET JACQUELINE M RIGOLLET

Nevada account terms and conditions apply For Direct Deposit and Automatic Payments use Routing Number (RTN): 321270742

Account number: 9501255393 February 1, 2011 - February 28, 2011 Page 2 of 3



nterest summary		Interest withheld	
Interest paid this statement	\$18.70	Interest withheld this period	\$5.23
Average collected balance	\$162,512.85	Interest withheld this year	\$5.24
Annual percentage yield earned	0.15%	Total interest withheld in 2010	\$0.05
Interest earned this statement period	\$18.70		
Interest paid this year	\$18.76		
Total interest paid in 2010	\$0.35		

Transaction history

	balance on 2/28	\$168.093.70	\$5.23	168,563.82
2/28	Federal Tax Withheld		5.23	168,563.82
2/28	Interest Payment	18.70		
2/15	Recurring Transfer Ref #Ope2B2Jkkx From Complete Advantage(Rm) xxxxxx5157	75.00		168,550.35
2/2	Jean-Francois Rigollet Srf# US01033Ku0701706 Trn#110202016039 Rfb# Zd81033Zu0943340	168,000.00		168,475.35
Date	Description	Deposits/ Additions	Withdrawals/ Subtractions	Ending daily balance

The Ending Daily Balance does not reflect any pending withdrawals or holds on deposited funds that may have been outstanding on your account when your transactions posted. If you had insufficient available funds when a transaction posted, fees may have been assessed.

Read the latest updates about the integration efforts under way between Wells Fargo and Wachovia. Visit wellsfargo.com/wachovia/news.



1145 S. Durango für # B107-167

Inst #: 201304120000553 Fees: \$19.00 N/C Fee: \$3.00 RPTT: \$0.00 Ex: #009 04/12/2013 09:07:42 AM Receipt #: 1571956 Requestor: MATHIEU SERRE LLC Recorded By: AHI Pgs: 4 DEBBIE CONWAY CLARK COUNTY RECORDER

APN: 178-20-311-003 R.P.T. 1 : \$0.00

Las Vegas, NV, 89113

---- Above This Llow Reserved For Olificial Use Only----

QUITCLAIM DEED

111

For good and valuable consideration, the receipt of which is hereby acknowledged,

lean Francois Rigoltet & Jacqueline Rigollet do bereby quitelaim to:

BYDOO LLC, a series LLC registered in the state of Nevada (Grantee's address: 7345 S Duringo Dr Ste B107-167, Las Vogas, NV, 89113) the following described real property in the State of Nevada, County of Clark:

SEE LEGAL DESCRIPTION ATTACHED HERETO AND MADE A PART HEREOF AS EXHIBIT "A".

Commonly known as: 2003 SMOKETREE VILLAGE CIR. LAS VEGAS, NEVADA: 89012

Subject To:

- I. Taxes for the current fiscal year.
- Covenants, Conditions, Restrictions, Reservations, Rights of Way and Easements now of record.

Tagefher with all and singular the tenements, bereditaments and appurtenances thereinto belonging or in anywise apportanting.

Exhibit A LEGAL DESCRIPTION

File Number: 1035117FNMA- BG

Lot Ten (10) in Block Four (4) of Parcel 31 (A Portion Of Green Valley Ranch-Phase 2), as shown by map thereof on file in Book 63 of Plats, Page 11, and by Certificate of Amendment recorded October 11, 1995 in Book 951011 as Document No. 01517, in the Office of the County Recorder of Clark County, Nevada.

Together with all and singular the tenements, hereditaments and appurtenances thereunto belonging or in anywise appertaining.

WITNESS Grantor(s) hand(s) this the 16 th day of March . 20

Grantor Jean-Francois Rigolle

Grantor Jacqueline Rigollet

STATE OF NEVADA

COUNTY OF CLARK

This instrument was acknowledged before me on 3,116,12011 (date) by Jean-Francois Rigollet & Jacqueline Rigollet (name(s) of person(s)).



Printed Nanie: JESSICA SERRE

(Seal)

My Commission Expires:

10/1/2012

1 Assessor Parcel Number(a)	
a. 1-72 70 311 033	
h	
·C:	
<u>A</u>	
2 Type of Property:	
a. Vacant Land b. V Single Fam. Res.	TOR RECORDER'S OPTIONAL USE ONLY
c. Condo/Twohse J. 7-4 Plex	Book Pake:
e. Apl Bldg i Comm'(Ind')	Date of Recording.
g Agricultural b. Mobile Home	Notes:
Other	Terraria
a. Total Value/Sales Price of Property	S. 15 S. FRID. OFI
b. Deed in Lieu of Foreclosure Only (value of pro	
e Transfer Tex Value.	\$ 0.00
d. Real Property Transfer Tax Due	5 0.00
. If Exemption Claimed:	1 Sec.
a. Trauster Tax Exemption per NRS 375.090, Se	stipe 09
b. Explain Reason for Exemption; TRANSFER TO	
CRANTOR IS 100% OWNER	
The undersigned defines and acknowledges, i it S 375.040 and NRS 375.110, that the information atomiation and belief, and can be supported by docar	inder penalty of perjury, pursuant to provided is correct to the best of their mentition if called upon to substantiate th
The undersigned declares and acknowledges, a set S 375.040 and NRS 375.110, that the information atomiation and belief, and can be supported by docar information provided herein. Furthermore, the parties complian, or other determination of additional tas do her plus interest at 1% per month. Pursuant to NRS 3	ander penalty of perjury, pursuant to provided is correct to the best of their mentition if called upon to substantiste th agree dust disallowance of any claimed to, may result in a penalty of 10% of the is 75.030, the Buyer and Seller shall be
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AS & PUBLIC RECORD THIS FORM MAY BE RECORDED MICROFILMED

OCOR_OV_Form.pdf~ 01/12/09

DoarrSign Envelope (C): AE33FDEE-ADB2-409D-91ED-BFF3FDD*2B35A

EXHIBIT G

APN: 178-20-311-033

AMIS P.7.T.T. \$765.00

WHEN RECORDED MAIL AND MAIL TAX STATEMENT TO: TAHICAN LLC 2003 Smoketree Village Cr HENDERSON, NV, 89012 Inst #: 20160512-0000347 Fees: \$19,00 N/C Fas: \$0.00 RPTT: \$790,60 Ex: # 05/12/2016 08:03:15 AM Receipt #: 2761733 Requestor: JAKUBCZACK GROUP LLC Recorded By: MAYSM Pgs: 4 DEBBIE CONWAY CLARK COUNTY RECORDER

QUIT CLAIM DEED

By this instrument dated 05/04/2016 for a valuable consideration,

BYDOO LLC, 2003 SMOKETREE VILLAGE CR, HENDERSON, NEVADA, 89012

do(es) hereby REMISE, RELEASE, and FOREVER QUITCLAIM to:

TAHICAN LLC, 2003 Smoketree Village Cr HENDERSON, NV, 89012

the following described real property in the State of Nevada, County of Clark:

SEE EXHIBIT "A" ATTACHED

Commonly known as: 2003 Smoketree Village Cr HENDERSON, NV, 89012

Exhibit A

LEGAL DESCRIPTION

Lot Ten (10) in block four (4) of parcel 31 (a portion of Green Valley Ranch – phase 2), as shown by map thereof on file in block 63 of plats, page 11, and by certificate of amendment recorded October 11, 1995 in book 951011 as document No 01517, in the Office of the County Recorder of Clark County, Nevada.

STATE OF NEVADA) 185, COUNTY OF CLARK)

On 44 day of MAY 2016 bersonally appeared before me, a Notary Public, <u>JEAN FRANCOIS RIGOILLET</u> personally known or proven to me to be the person(a) whose name(s) is/are subscribed to the above instrument who acknowledged that he/she/they executed this instrument for the purposes therein contained. DANA PIZZI Notary Public NOTARY PUBLIC STATE OF NEVADA Commission Expines: 12-23-2017 Certificate No: 14-13760-1 RIGHLET JEAN-FRANCOIS MANAGER BYDODLLC

 Assessor Parcel Miniber(s) 178-20-311-033 	
1	
n	
d.	
7 Type of Property!	NAME AND ADDRESS OF TAXABLE ADDRESS ADDRES
Vacani Land b. Single Fum Res.	FOR RECORDERS OPTIONAL USE ONLY
Condo/Twinkse d. 2-4 Plex	Rook Page:
n And Aldy I Committed"	Date of Recording:
e Agricultural h Mobile Home	Notes
Other	and the second sec
3 Total Value/Sales Price of Property	\$ 155.000
n. Deed in Lieu of Foreclosure Only (velue of pro-	
o. Transfer Tax Value:	\$ 155.000
d Heal Property Transfer Tax Due	\$ 790.50
The indexigned dealares and acknowledges, under	penalty of perinty, pursuant to NRS 175.060
The undersigned dealares and acknowledges, under and NRS 275.110, that the information provided is and can be supported by documentation if called up	penalty of perinty, pursuant to NRS 175.060 correct to the best of their information and belief, on to subpanize the information provided herein.
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AS A PUBLIC RECORD THIS FORM MAY BE RECORDED/MICROFILMED

EXHIBIT "10"

EXHIBIT "10"

Electronically Filed 9/11/2018 4:40 PM Steven D. Grierson CLERK OF THE COURT

1	MAMC	Atunk
2	JARED B. JENNINGS, Esq., Nevada Bar No. 7762	Contraction of the second seco
	Email: jjennings@jfnvlaw.com	
3	ADAM R. FULTON, Esq.,	
4	Nevada Bar No. 11572	
5	Email: <u>afulton@jfnvlaw.com</u> JENNINGS & FULTON, LTD.	
	2580 Sorrel Street	
6	Las Vegas, Nevada 89146	
7	Telephone (702) 979-3565 Facsimile (702) 362-2060	
8	Attorneys for Plaintiff Max Joly	
	, , , , , , , , , , , , , , , , , , ,	
9	DISTO	ICT COURT
10	DISTR	
11	CLARK CO	UNTY, NEVADA
12	MAX JOLY, an individual	Case No.: A-16-734832-C
13	Plaintiff,	Dept. No.: XXV
14	VS.	- · · · · · · · · · · · · · · · · · · ·
15	JEAN FRANCOIS RIGOLLET, and individual; LE MACARON LLC,	$\mathbf{A}_{\mathbf{A}}^{1} \mathbf{MOTION} \mathbf{FOR} \mathbf{LEAVE} \mathbf{TO} \mathbf{AMEND}$
16	Nevada Limited Liability Company	THE FIRST AMENDED COMPLAINT
17	BYDOO LLC, a Nevada Limited Liability	I I I I I I ANUN'IYA A ININ DUUNUUTINTI (T
	Company; DOES 1-10; and ROI CORPORATIONS 1-10,	DAMAGES
18		
19	Defendants.	
20		
	JEAN FRANCOIS RIGOLLET, ar	
21	individual; LE MACARON LLC, a	
22	Nevada Limited Liability Company BYDOO LLC, a Nevada Limited Liability	
23	Company; DOES 1-10; and ROF	
	CORPORATIONS 1-10,	
24	Counterclaimant,	
25	vs.	
26		
27	MAX JOLY, an individual,	
	Counter-defendant.	
28		
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- 9 Plaintr#Dounder-Detendant, VIAX JULY theremates 'Plaintof'), by not known 2 his discovery of remark Jorga B. Jennings, Esq. and Adam R. Mittan, Esq. on the law firm-3 of Lenvings & Folion L1D, hereby files Plainfull's Monau for Lenve to Annual the Europe Amended Complaint to Add Defendants Tahican, TTC and W Add Punitive Damages. 16 5 The Motion is bured upon the Measurendum of Points and Authorities smed herein the Proposed Second Amended Complaint attacked os Edichit "C", and all at the plastice N Ż submitted to date in this action; and any real argument which may be allowed at the firm; а of the hearing of this Arotonic

DATED: Sequencies 11, 2018

JEDNINGS & FULTON, LTD.

By: M. Iarod B. Jennings, Esg.
 JARED B. JENNINGS; ESQ.
 Neveda Bar No. 77(2)
 Fonail: jjenningsQjfmilawrcom
 ADAM R. PCI TON, 58Q.
 Nevala Bar (1577)
 Lomid: afuloar@freebow.com
 2580 Somel Street
 Las Vogas, Seveda 89146
 Tolephanes (702) 362-2060
 Attorneys in Thanfit Max 3015

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	1	NOTICE OF HEARING
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	3	TO ALL INTERESTED PARTIES AND THEIR COUNSEL OF RECORD:
	4	YOU AND EACH OF YOU will please take notice that the Plaintiff's Motion For
	5	Leave to Amend the First Amended Complaint to Add Defendant Tahican, LLC and to Add Duriting Democras is burgles at family and the Add Duriting Democras is burgles at family and the Add Duriting Democras is burgles at family and the Add Duriting Democras is burgles at family and the Add Duriting Democras is burgles at family and the Add Duriting Democras is burgles at family and the Add Duriting Democras is burgles at family and the Add Duriting Democras is burgles at family and the Add Duriting Democras is burgles at family at the Add Duriting Democras is burgles at family at the Add Duriting Democras is burgles at family at the Add Duriting Democras is burgles at family at the Add Duriting Democras is burgles at th
	6	Add Funitive Damages is nereby set for nearing on, day of, 2018 at
		9:00, A.m. in Department XXV.
	7	Dated this day of September, 2018.
	8	XX UNSIGNED
	9	DISTRICT COURT JUDGE
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JENNINGS & FULTON, LTD. 2580 Sorrel Street LAS VEGAS, NEVADA 89146 HONE 702 979 3565 + FAX 702 362 2060	13	
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27 Co Angust 26, 2016 this Court sugart a Stigadation and Order to Allow Phiroff to: Found the Chample lot

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HL. LEGAL STANDARD

11 Provision to (1997) 15(a), "(1) party may arrend the party's pleading only by have 12 is more or centre concernent of the adverse party; and here shall be freely obtain advant 19 instore to requires ' Determining the programy of a motion or emeral, within this rule. 114 franks and through the basic course distortionary power. Reconston 1. Databar, 31 New, 115, 18 120 (1963) In the abamers of any apparent to declared reason, to have maine delay, had 16 Νč with, or dilatery traity for the part of the rangeau, the bage to arrend should be finally 梧 Jona Langhows, Compound New Marie Co. 8971ev 104 (1973).

49 Lion: the Automation is timely even thereight the original Contribution being filled on varia-:0 11, 2010, due once more real have any scheduling order despay its lengthy promotions history, Unidemary 73, 2017. Disiritiff's entract issued Defendants a Derice of 16.4 Daily Case Conference (maximum) to 法把CE for 1 3pt >D Video may 7, 2013 Cu 5 - 5 m - 5 H & Everything terre i concros Wigedies sera Plannill's count. I a coler account a sus 79 onsolighting the barry Gase Conference until Murch 24, 2018. On April 1 1018 for 20 Discovery Commissioner needs a fabrice to Ampear for Discovery Comments, In the 25 unites. the Deserver's Commissions addressed Defendants failure to the a Case 319

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III. LEGAL ANGUMENT

23 (4) References Providencely Transferred Properties in Anticepution on and
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112. MRS 11,220(1) provides a complete for an ordina in availance and e (0), e 23. (112.180(1)(4) and states: [a] transfer or obligation is not storage under paragraph (0) of advantation (01)(0)-(112.10) (0.180) quainst g person wher teak in good faith and for a community subsection (01)(0)-(112.10) (0.180) quainst g person wher teak in good faith and for a community subsection (01)(0)-(112.10) (0.180) quainst g person wher teak in good faith and for a community subsection (01)(0)-(112.10) (0.180) quainst g person where teak in good faith and for a community subsection (01)(0)-(112.10) (0.180) quainst g person where teak in good faith and for a community subsection (01)(0)-(MENNANCY A FULTON IN THE ACCOUNT OF A COUNT OF A COUN

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The proposed Second Amended Complaint adds Tablean, U.F. From Laroury # "Din, to Lebruary 3, 2017, Defendant Bydoo, LLC graviatized multiple proprior, to fullican LLC, Studulently discriving Byduo, LLC of any assess? Platnin' More Jahr relied on the solivency of Defendant Bydon, 1.1.4, with automatic grappenites as standards by zever camic until decare you paid off In onticipation and themselme the pombre Stigning, Delembra Bydow LLC fundationly transferred the properties to Uning LLC.

The Nevada Secreta y of State business, entity adversifiant provided Juan Francisk Ramifer as the regulaters, and to real valuationals and Jean Rigaller as the managers. infriction 1.1.0" to a proper Digitaliant methic active and a machine real comportion as gled in the Ling Amended Complaint Planctone, wahle claure for transford manater against Defendants are symmisted and Plaintin's lower to anothe the forst Amended Complaint. should be granted.

17 (D) Defendants Pravialent Transfers Warrant Lawy to Aureal the Birst Amended 18 Company to Add Ponitive Damages

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CONCLUSION 18.

The Munitif Laying shown good cause and ing somitory right to request this to out the leave to amend the Diametri's Amended Complaant being present; this Choo "hoold grant this Plainfiff leave in file Plaintifff* Second Amended Complaint abouted to this Monon is Eshibit "1." Darthermore. This Court should order the Defendant of the avesepanded anawers within 20 days after service of the footies of Eatry of the Phintiff's Second Amended Complaint,

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EXHIBIT "1"

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ADAM R. PLE TON, Esq. Nevado Bai No. 11572	
Email: <u>ministrajoritavlaw.com</u> 25%) Sarrel Street	
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INAM FRANCOR RIGOLARI, an	
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BYDOG LLC, a Mevada Lamical Liability	EXEMPT FROM ARBITRATION:
Longary FAIRAN I.C. A Jevada Limited Linking Company, DOES 110; and ROB CORPORATIONS (11).	STO ODD OD & DEVET ADA/TANDY DOD DOD
Definition	
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attorney's of record, band B Jermings, Esp and Muon R. Louro, Log., all the low firm of Jenerols & Johann, 1919, hornore files dris Second Amonders Compliante regionse Englements JEAN W(A'COS) REGOLI & LE MACARON LCC, BYDOO LI C, TARICA & LLC, DOE: 1-10, and ROE CORPORATIONS 1-10 and alleges as follows:

TARTIES, JURISBICTINA, AND VENUE

1. Phinod? is an individual where prints the residence is and assume, Switzer and

 Defination JEAN FRAMEON MUNICUT ("Regaller") is an additional whore principal continuous is in Click County, Merculo.

Y Controlling GP NACARON, LLC ("Le Assession Trist Las had haddler narrownian formal aneas the laws of the Drated States and the State of K. vada, and conduces humans an Plast Lecenty Texado.

9 Detendent BYDOO, 111: (23)(4652) is a barited formity corporation torows' under the tasks of the Oanted States and the State of Nerada, and somblet humanests in clark s'county, beyonds.

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18 a Phinuit just and know do one name of no informatic organizations. 19 partnerships and values and not identified in termina names as DOES 1-10 and ROE 20 (1007900.518088) 100 Platourit alloges that such Befendants associat or paragraphed in 21 activities that resulted in intergre striggert in Plantifications folly doe need under the claims 22 for ration as have below. Women's well request have of the flatnership Court to strand with 23 Constant to show the free sames and expandics of court needs the presented when Platoiff 24 alignment on the free sames and expandics of court for the interview Platoiff 25 alignment on the free sames and expandics of court for the interview Platoiff 26 alignment on the free sames.

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(v Ownershapping) for a structure of the second three of the older and Barrs. Plaintiff accord to ventrabule approach for d of 5753,665,85 towards the purchase of five (5) randomial properties for investment processes.

Of. On or obool "oppost 5, 2015, 16 of schurch "MIDANEA LLC" for the purpose of socying as the fulling company for Plainuff's investment in these properties and for which Unimalf and he groups would gave as the lase shareholders.

10. Plandiff desired to serve as managing member of allVAMA, LKA. However, on or about July 2015, Rigoffel and Baria mer with Plandiff to person in Las Vagas and alwaby misrepresented to "firmith" (naturalized country to a protect periodent yould may an improve misrepresented to "firmith" (naturalized country to a protect periodent yould may an improve misrepresented to "firmith" (naturalized country to an in the second se

20 Based on this material and traundors correspondentation. Plattic eventually consented to allowing Rigardor D move us the transact of MIPAMA, LLC while incruding any opportunity in serve in the time explicitly which gave has commit over the vibrard VII of boat accounts.

24. Open about the end to August, the tree (5) (demendenced proportion way.
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20 Phasich rates throughout the ventues on plateau operationers and by 21 Receipt this Regular would manage this print venture in a processional, providely and competent 211 TORMEON.

23 TI. After stabilishing the franchise nationably, a nearch for probably to exitent for role remains any underlaked. Recallel surgested the Galleria Mall aga possible of 34

15 32 Based on this representation. Plaintell agreed to the Galleria Mull. inc. On Occasion 29 2014 a Lopin pronouni was sourced for an anticipated optimum, as a of busic mile 101 2003. 20

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(v) Plandiff had recordences about whether the site was out expensive. However, Bous and Dycollet convinced from that is was the right location as part by of the Plaintiff to simply 'bid not braze has News."

35. Diventions: Plantiff or and that he would introduce the million or formatiff's uniference return on the functionary (www.book.a.goodcard) and that he would introduce. Recall(F's uniference) return on the functionary (news) measures net operation or "Toyou-

30. About this ound tong, Rigottel informed Phantiff out, without Flatoiff's consort out appravol. In had sweethed the venture's bank account to Beak of America (the province memory, activitient by liente, and occur with (lines (tank)).

37. Committy: Plantall was never providing to the new second by Findlat Plaintiff woodd-later trained our spains) the financial interests of the vertice in how mode trivschools. However, Planta? was never given the opportunity to take part in the deschort, the constructing evidence of final against http://opportunity.com/particle/part in the deschort, the

38 There were unsecous unexplorated delays a construction of the two Le Macaton restructures. Parameter and through considerand mather Regulation and Racis conditional sufficiently the reasons why:

18 99 Phantiff (solid-was unit living to Switzerland of the trace) reportedly requested.
 18 spatian from Pagnilia and/or Borts about the reasons for the deloy, but they could not provide a collocent answer.

During the funct Principles will wire degreed with searcer. Surgerine very performed or biblious 2015, March 2015, and a final surgery was performed in time 2015, which is resulted in an mappingment. This fet: Plaintift in greater need of money.

41 On April 6, 2015. Born could construction of the restrarants over sufficient, from
 (a) significant cost restricts and that its could do nothing to speed up the countration process.
 (a) neurose of usile union regulations—a treat he for known from the beginning but did not disclosed
 (a) Plainfin

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(1) These invations over more expressive that controlly antiquarial one databat communications and set up. Regoling with continually immediate Plancit? In and pressented communications with a Plancial that in mercled Eccapacitary more more provey crossly bit, increasing and that Regolited wate manuform any additional much unitarial by Planciff as they wave 50'50 partners. As and, PlaintHermith additional mode is Planciff.

In order to make to mant at pricing for over over one Platcher organish Platinal power or has side of one or more all the residential real properties identified earlies in this Compliant which Planning we destroy who was which Rightlet pressured him into doing opervanting to Plantiff due to find a impersion was which Rightlet pressured him into doing opervanting to Plantiff due to find a impersion was which Rightlet pressured him into doing opervanting to Plantiff due to find a impersion was which Rightlet pressured him into doing opervanting to Plantiff due to find a impersion was which it is a property of the time fine sum summer of more only which has properties at a fait more of the properties of the properties. Plaintiff advisority approved the ode of the property and an Rightlet some the acting more of P-005MA, 14 C, the curry which hast Plantiff's properties. Rightlet and the under allowing Plantiff and major work from the and (purches a matter), mathematic observation allowing Plantiff advisor to see at the function of the properties at a flation of the area of the origin of papersent from the and (purches a matter), mathematic observation allowing Plantiff advisor to see at the function of the rest the area of the area of a matter papersent as the function of the mathematic observation of the area of the area of the origin of papersent as the function of the rest of the origin of the area of a mathematic papersent as the function of the mathematic of the origin of the area of a mathematic (function) in 3RPANA, LL/:

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M Mr. Through the sole of property out all the additional tones, out at Planch to provent fingellel as a paint of See fligh parameter transmissions. Journaling more nome, to prevent the Planciff from losing his investment. (In our) novemed \$4,35,000,000 with fitgellet that is shown as a start the parameter.

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26 The Cohercia Science quantities or their August 15, 3018, 5200 cm 11/ late and vasily over budge.

 The Venerin headron aprind on or about September 20, 2018, also significantly late and varies on a budget.

59 A) couplity the same time, Ergolici manifemally elandered Plannit to the transform domain Plaintiff and "signally and" the sensing which was marchly united.

Flor VANU e obtained a BEARY department begins prior to the opening of the busility reasonance.

32. All possive, were excited identified windows and believed they would be very bushing sequently story the openings as the transform reprised that is was the cost remotatiopening or my office by Magazon reactifier to date.

Then on or done departure 20, 2015, just star the openings, Regarder net with 18 1Ŷ Plandiff in parsia and tast Thirdfill that ha no "corper wedget to wark with him and this to wanter . to buy from one. It was at any mercury that Wighthat made the following more presentations or 18 Disinguil (1) that portugat to then any rowal, Rigidle's contained that he had invested the term-14 around of weathy into the Workie that Plantit bld (2) Rightle tale Plaint that inco-Plantif 244 mide's past should maney in hug out Maynifel's referred to be Mataron, that Planary' had be-- 22 accept Bandlet's piller (c) juge "langifts (annes) on, and that of he gian't agrees. Regular would withdow from the company and since the bratch department equired a Manule resident too its - X.3 handris because, if Thomaill scene both so die solve involer and some mer and Reguliet pointed to 24bimothy sailed the health dependences and repeated it the leadth department would that the 15 comments drawn, etcosized gandring. Platorith non-institying her and to sold his shares in the company. 16 to Rigollation that the bacances would be that down and Flaintiff would lose his fremational, (4) - 17 18 is realler approximation that for world provide an accumulate to Princial measure and value of the

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Additionable, attaction Plantiff out that he was being pushed on intercloudly, has believed that Rigottet had several valuable properties oward by Eydee. LLC and that Regard wented make all the retransmission the Note to buy out Plainfull's interest allowing Plainfull or remine milling investment.

16 From August 2013 to December 2015 Rightle, took mency from (SPAMA) 117 36 us pao ha Rigollet's personal expenses on his own properties. Which holonged and its to Plannik. 17

12 57. Unity Auress Site to Eugenicity constrained to a concernent togenities the status of 10 the health department is ease, knowing to const one relicante heary further to prefire the states. 20. neticomy that Bodon council research calculate properties that an exceeded the amount of the myon, and fairg coording "Ad up" with the line and estimated modeling frighter and 11 Frage shuring the programulary program, regenially by always maning exchange as in other Plaintiff (23)could not are the formulat recards and book. Plaintill agard to sait his cause of the connector 23 34 Rivilla and Rychan

Plaintill Selly Lin Interest in The Venture To Bydan (Rignitet). W.

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the or about Reptended 19, 1015, Defendants, or exchange for Plaintill's 10 ownership taken it over the a LUC Monthembre Perchany Agreement ("Agreement"), stached

bonto as Exhibit "1", tolicrefu the Defendants agreed to pay the Marchill the proving) cont of 1 (01)000.00 in mathematic regentering and of 9 months.

14 The Assessory seguired payments to be made from the Defendants to the Holdon's according, or the asymptotic schematic, which delayers \$100,000,000 to be paid to later then Courden QUA, #60.000100 to the particulate their elevender 15, 2015; S70.000000 to he particulation only. than J obresty 25, 2010; and the remaining balance of \$140,000.00 to be paid on have than June M), 20121

Purpoint to gas Astronomi. Plantill astation fits averable indicate to the 2.45 - 3 ч (Lindant: on September 29, 2015)

10 22**T** To date Derendants have never more an angle preparate towarding to the 11 Peymant) (cenerlub.

102 Plaintiff is informed and believes, and herein ultary, that Defoudance more intended to make a novement according to the opprements net did Detendents forend fidfull do a and of the Agreement

15 11 Plannell' is nefamined and believes, and heater alleges, that Defouldance specifically interated to detrand (Manuff of his openets in interast to all the meaners (dem)food and downlibed IF story and that Plaintiff offers of the twossial avergy stamptons of the Definition of chicking 17 1.8 into the aforementioned Arreamant which resolved to damages to the Flairing.

Plaired? has used to control the Delendrule manyrate rigges has Defendance have -10 -231 not responded to Plurahitf,

ĤĐ. Thefiendame are in branch of the Agreement because the Defensioner have not made 8 mos single payment according to the phytocal solution in the Agro-ment and have use unit the 20notice populase provide State North (0) 35

> Bydee LLC, Frandident Conveys Summers Proparties to Tablean. 1.131 14.

25 The Neyada Societary of Shoc business early information revealed from transis St. Ricoller as the registered agent, and Bons Yakula tody and true (Signife) as the roomgers of 26 17 Tohnan, Lt.C.

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1.7 Ploontiff redied on the origina V of Dependent tryther 13.6 with retractions properties at us assets to scenere a noise and the node was park of c.

68. Dombil upgetered user ble 50% upper het ne een to to Massion auftenn ndezenne geneideration, and therefort Plannif puscifiskty relation Freiterdants functionet auftenn to auf his interest in fin Magnon.

69. to maintening and dataginary the process is going the process in the process of the properties to taking it is "without advance concidentian.

8 70. Item terms §, 2016, to February 3, 20 7. Detending Bydox, LLC quitebound 9 antique temperature (). Inhigan, J.(1), is additionly decourse hydro, 11.C of any mass., and 10 Thiring ELC then sold the properties to various third partice, success therein as it shifts? ??

Fabinan, FLS, we commenced willing properties which on by Phantiff for discours.

75. Frankford externation of headoline mesond for all by a sour missionpress presidence

71. Phonist has sustained damages in excess of \$15,000,00 as a result of Definiduation hittory within by the type of the Agreement.

16 70 Plainfolf has been forced to hire sit a torney to presente this to ton incl thereing
 17 stole runname of his advantage? less and court costs

PIRST CLAIM FOR RELIEF

(Breach of Cordesch)

(As Against Defendants Jean Franchis Rightlet, J.c. Macaron, i.I.C. and Bydon J.J.C.)

7.5. Plaintiff mearporates the allegations in the proceeding paragraphs is though unity set forth herein.

30. Plaintial and Deiverlage second toto a valid out setsing control (106, Accession) whereas the Defoundation agreed requery the Planniff Ly art 2 with horizon.

77 Descadands invaciant the context by failing to previous only of the scheduled payments owned to the Plantifi

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78: Plantiff his performed at conditions, envenues, and promises regulated on Plantiff provident of the attorement(cond) Approximate to transforming his respectively increase of the (internation);

 As a direct and proximate consequence of the foregoing, Princill' has addeed sumages or sense of \$15.900.00.

81. Productif has been forced to trive an alternay to presente this writen and durations.
(1) receiver of his othermacys' loss and errors parsual to the rate.

SECOND CLAIM FOR RELIEF

Forelarsonry Monet

(Against All Derendants)

21 Planniff incorporates de allegances in the proceeding paramaphy as drough (all) are forth invidu.

82 A disposible access and renal multiview one with returned Plantificial Defendants, instanting DOES 1-10 and ROE CORPORATIONS 1-10, and each of these, as to there eights and Habilities with respect to the Agreements, instanting the rights Plantifics with respect to the Agreements, instanting property Plantifics with respect to the Agreements, instanting property Plantifics with respect to the Agreements, instanting the rights Plantifics Plantifics with respect to the Agreements, instanting the rights Plantifics Plantifics with respect to the Agreements, instanting the rights Plantifics Plantifics with respect to the Plantifics of Plantifics Plantifics Plantifics and a right to Defendants' periods (property Plantifics) assoce and are subject to collection by Plainifics. Evicendants dispute Plainifics plating Theorem Plantifics and right of the respective parties, which Plantific Plantifics and right of the respective parties, which Plantific Plantifics and right of the respective parties, which Plantific Plantifics and right of the respective parties, which Plantific Plantifics and right of the respective parties, which Plantific Plantifics and right of the respective parties, which Plantific Plantifics and right of the respective parties, which Plantific Plantifics Plantifics

43 Allow the rights and obligations of the parties on out of the centry of events are forgo usings all of ventur is the settlad and dominister to a participation or this one action. Photo:IF obligge that an actual componency exists between the parton motor the commonworks alloyed. A declaration or rights, responsibilities and obligations. Of the particle b encounted to domining their responses obligations of deconsistent with the Agricement. Phila011 non-not a non-nod-paralremedy action of the particle kind.

64. Praintiff this neuronated in hit: an alternay or proceeding this case and there can seeks recovery of his alternays? Sustand coord costs autocontandor long.

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(Contractional farmer) of the Covernant of Contract Fulth and Fatt Dealtoger (A) Applied Defendents Jense Francesis Highlief, Le Macrocon, LLC, and Byrlen, LLC)

8' Phineiff mentionaes the attegations in the procedure paragrephs as though filly. Ser Korth horses.

20 Planualit and Defendance current into a valid compact whereby Defendance pressions to pay the Platnet Spacement to the series of the Spacement.

87 Pretry controls pressess or implicit and partecipation of the particular the particle of the Agreement.

88 Plaintiff performed all conditions presume to the Agreement and something Plaintiff's communication durant to Delivations concerned therefore of contrast Saturation and all allow conditions, concurring, and propriate provident to the afforementioned Agreement with the Definidents.

(Marching incapted the data cash the Philad View the Debuddant in definion of the economics and conditions stated in the Agraciant, tabled to partition concernit to the agreement by not paying the Plantift when their partornum in becaut due and owing.

99. As a direct result of the Deresdants friends of the Voltznin agreement, the Phainfull Transmittened damagous as a direct and providente consequences in an announce in excession v1.0000000.

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 sor is manyory, or his andruleys' rees and smith costs parsuall to the law.
 <u>Display TH CLAUX LINK RECIP.</u>

(Unjust Enrichment)

(As Against Hefendaurs Jean Francois Rigaller, Ly Mararon, I.I.C. and Oydon, I.I.C)

92. Phintiff accorporates the allegations in the proceeding processing through Sully or forth increase.

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3.4 As a direct result of the Defendants' breach of the written control total inten in the Defendant's bring united by anticided, the Plaintiff has written's damages as a durat and provinces (obsequence to an anomal in expose of \$15,000.00.

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FIFTH C), AIM FOR BULLEF

(Franklifter) Wissepresentation

(As Assainst Instantianty Jean Femarous Rigallet, Le Massaina, J.J.F., and Rydou, J.J.F.)

96 Phintiff incorporates the follogations in the preceding paragraphic as thereby folloout forth-barries.

97. Prior in the consider of Planniff's connership inserest Defendants made branches representations in the order, iteratiff regarding Defendant Register's and concentration Body, or investment to the order, iteratiff a withdrawal and concellation to the totally brown, or accounting and the Bydror's buyen of Plaintiff's there would be scentral by the substantial maters of (tydan antiff the none was paid off'. As alleged shave, Defendants made forther unisuppresentations regarding the detailed of the entity and control of the same for the proportion that Plaintiff purchased. Forther, Defendants made microprospondum regioning the sale of Planniff's property and made adapted sciencements regarding Planniff's hand, as more to.

 Detendant, know that the foregoing nonepresentations were take and or aded to before Planniff to act on the novrepresentation.

90 Phintiff words, and have standard over his 50%, correspond not in the Atomics without adopted consultation, and therefore Plantiff had bit is not be interested on the interest particulation of the original of the ori

an normal sectation has seen analysist by these encirency for terms is 200 Mills a 200 Mills in the terms of terms of the terms of te

be proven at read, but or may event in excess of \$45,000,00, page prejudgenerif to 1036.

10) Der ratarit, gried is diffatty and vardission ity, and with oppression, band, to under , uni as a result of Dofendants wrongful conduct: Plautiff is entitled to an award of economy of mailine damages.

10 Planniff has been forced to hire an attorney to prosecute this source and threshow searconvery of his offering 's fees and costs pussions to her low-

SEXTICLAIMPOR RELIEF

(huerd)

(As Against All Defendants)

10) Plantal areasponted des alogetons is, du procedus propradit ou il ou de fuilly let forth illerator.

104: Plaintar relied on the solveney of Defaultal Bycoo, LEC with numerous properties an increase or capage a near multike to to take gald or?

plantiff transferred over his 50% ownership more in La Macaron without ID.** adequate upon demainor, and therefore Plaintiff ustillably rend on Defendants fraudulent actions to yell his insures to Le oka aron.

10o From Lintery 3, 2016, la February 3, 2017, Defeadure Bygon LEC quitelaneau multiple prometries to Tablean, 14.12, fraudultadly divising Bydon, LLL of any assets.

107. As a direct and provinant result of Defendants acts and on issues, Point of his offered and will continue to earlier ancey, (we denial) and consequential dismans to an annual to for proven al real buil in any event in excess of \$15,000,00, plus aroundgment introck.

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100. Planuff high been forced to hits an attorney to prove at this return non-therefore gedy, oncovery of his attenticy's ides and posts putsuant to fac law-

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(Provenue due Corporate Vell) (Agrount June Francois Rigallet)

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1) 1. Regularing the sole company: and owner of the Macaton and Byrano and an of the two anagours of Californ, LLC, with Boris J. advectors is in 60, or immore).

112 There is such unity or himsest and ownership herween the Macarine Hydor/Fancari and Prioritize that hav not inseparable from each other.

(14 Ripedot set up and established these cureles with the interior to should himself have pressued (lability from to; own personal business votames as an individual with the interior method in the labority.

114 (right)) represented to Plants(1)(no) to your cours to boy Plant(1)'s interest in Le Ideaction using Hydro to Hydro had substantial assets to secure the nort until it was paid off.

115 Register massed the protections of a furned liable, vocations by self-starbars and as cominging funds, functing money to himself through these entities to his own personal gam as if these while over markly holizon sholls with no real assets or oversens.

All of the profite derived mentgh Le relacant and Ryann flow directly or directly.
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20 117 Advertise to the susperse theory of a session of the session of the summer is multi-set.
 71 Faustive of hand agench Distorial Agrantic Plaintif Pever secretal any employment or exchange
 22 For his ownership means:

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141. Plantiff jelied on the solveney of Defendant Bydro, 147 with management to not true as its new rates secure a note that the note was pute off.

177. Monulli transfertest over his 56% neurothip uncost to Le Missenti without adjupant transformion, and discretion: Planniff justificate which on thefendamy finadalent actions CAREM I DEPEND OF LE AVERSPORT

(75) to units instant and Portugation) the pairing Expandent Decaudant Birden 13-57 111 issuanteria e introderre i dia properces to Tabicon, El C.

From Linuary S. 2010. to February B. 2017, Dependent Byston LEC mirclained 044. multiple properties to Faltacia, 15 C., frantakedly diversing Divisor 133 (c) a state.

125. Patrican, I 11, has neuronanced self our properties rated on by Plaintiff for the more.

As a lower and producted result of Defendant, and and series one. Phinted has 16 F-D. 17 sutting hand with monuments are soften direct, insidental, and one repriorital damages in an encounter to be preconsiderial, but or ago event in excess of \$15,00000, plus promotyment biorest. M

Defendance acred wallighty and undividually, and with concession, transformatice, 121. 19 mus up a conduct to fendants wringful conduct. Playnuit is priviled to an award of evening or 20) 21 PHILIPPAT CONTAINS_

) 18. Plaining has been forced to true on opportuge to programte this action and theorem. such the overy of his automotic's fors and costs pursuant to the law

NINTH CLAIM FOR RELIEF

Frandulent Traesfer

(As Against All Deleditants)

Plainti'd incorporates the allegations in the precedual paragraphy is though fully 170. SHE KAPINA THEREIG

(30 Pluratily as the second of the new way and off.

3 [3] Phymrit[®] Insurrent upon his 20% swimpship interest in Lie Manuan without
 4 adapting consideration, and meritory Manuf@painfieldy tellect in Defendant, functional admin.
 5 recell his interest to Le Manufort.

137 In anto parton on throughout the pendang highlighting Dependent Deduce U.A. fraudulantly manufactured the projection to Tableau 13.C.

3 1.33 Correstonment Sy 2016. In Reference 3, 2017, Determinen Rydon, 1.13 spontational 9 analytich competings of Talifaga, LLC, if matchingly diverging Bydon, 1.13 of any master and 0id not 10 reserve integrate consideration for the torus. This was done with the fatere to intrize delay and 11 defined Plantities in addition for the same of the day. 13.02.

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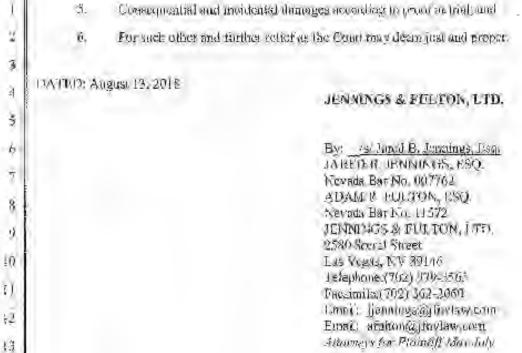
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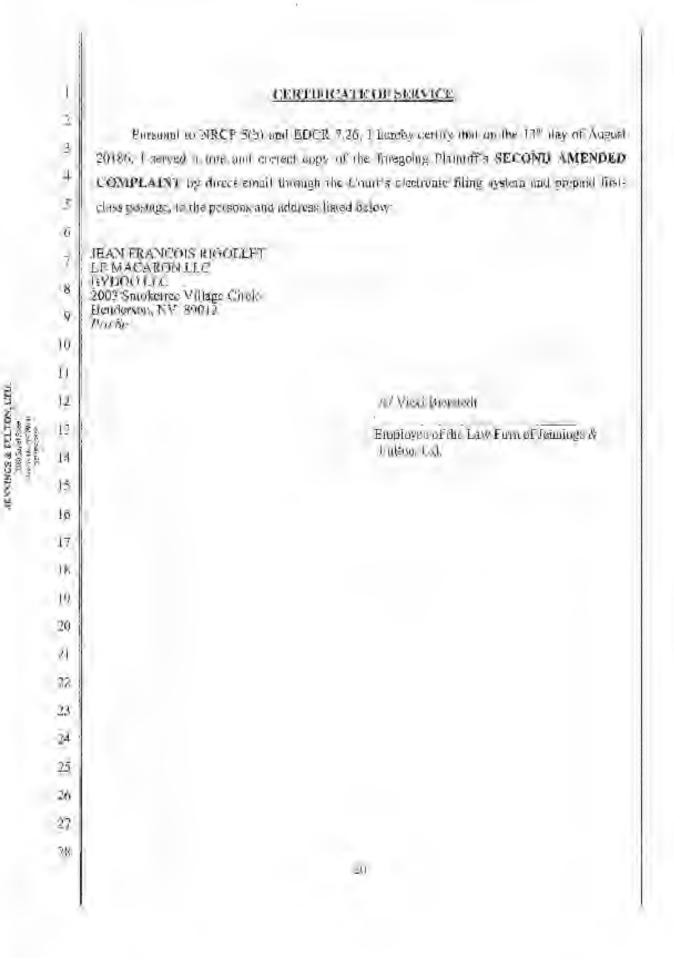


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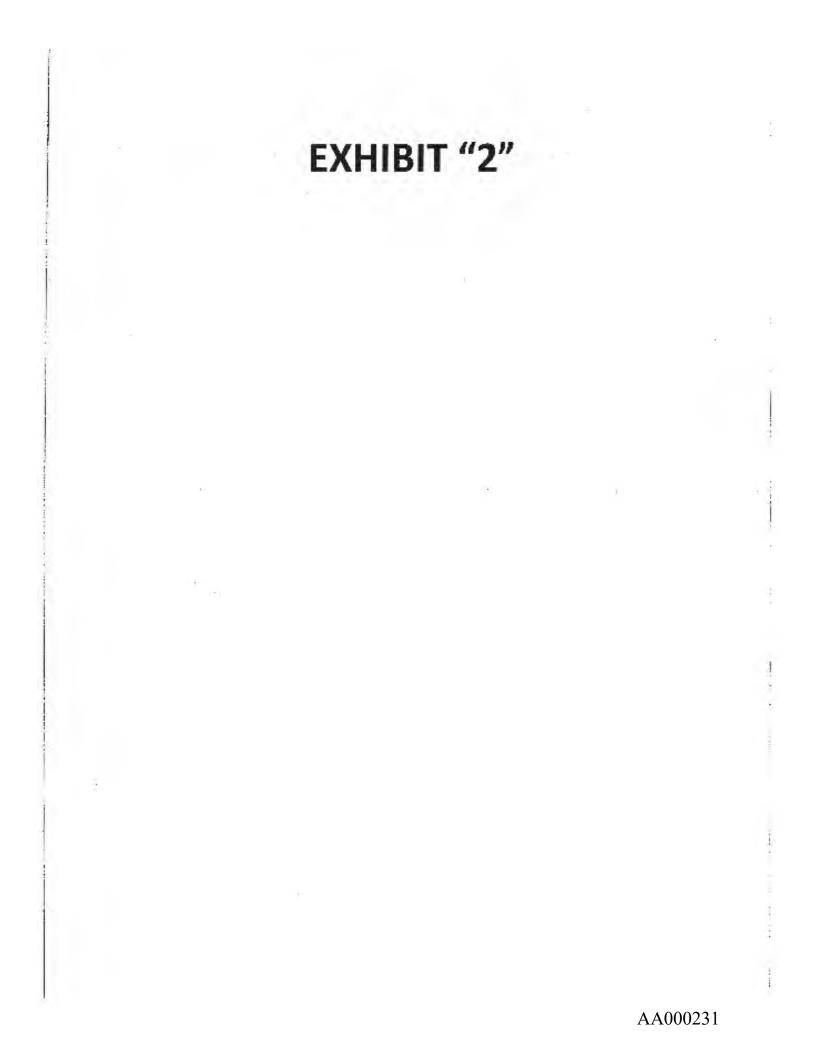
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EXHIBIT "11"

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1 2 3 4 5 6 7 8	P. STERLING KERR, ESQ. Nevada Bar No. 3978 GEORGE E. ROBINSON, ESQ. Nevada Bar No. 9667 LAW OFFICES OF P. STERLING KERR 2450 St. Rose Parkway, Suite 120 Henderson, Nevada 89074 Telephone No. (702) 451-2055 Facsimile No. (702) 451-2077 sterling@sterlingkerrlaw.com george@sterlingkerrlaw.com	Electronically Filed 10/17/2018 2:41 PM Steven D. Grierson CLERK OF THE COURT
9	EIGHTH JUDICIAL	
10	CLARK COUN	
11	MAX JOLY, an individual Plaintiff,	Case No.: A-16-734832-C
12	vs.	Dept. No.: XXV
13	JEAN FRANCOIS RIGOLLET, an individual;	
14	LE MACARON LLC, a Nevada Limited Liability Company; BYDOO LLC, a Nevada	
15	Limited Liability Company; DOES 1-10; and ROE CORPORATIONS 1-10,	
16	Defendants.	
17		
18	JEAN FRANCOIS RIGOLLET, an individual;	
19 20	LE MACARON LLC, a Nevada Limited Liability Company; BYDOO LLC, a Nevada Limited Liability Company; DOES 1-10; and ROE CORPORATIONS 1-10	
21	Counterclaimant,	
22	vs.	
23	MAX JOLY, an individual,	
24	Counter-defendant	
25		
26	STIPULATION	AND ORDER
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Defendants, JEAN FRANCOIS RIGOLLET, LE MACARON LLC, and BYDOO LLC, 1 2 (hereinafter collectively "Defendants") by and through their counsel The Law Offices of P. 3 Sterling Kerr, and Plaintiff MAX JOLY, by and through his counsel Jennings & Fulton, LTD., 4 HEREBY STIPULATE AND AGREE as follows: 5 WHEREAS Plaintiff filed a Motion seeking to file his Second Amended Complaint. 6 IT IS HEREBY STIPULATED that Plaintiff may amend his First Amended Complaint 7 and file a Second Amended Complaint as attached as Exhibit 1 to Plaintiff's Motion for Leave to 8 9 Amend the First Amended Complaint to Add Defendants Tahican, LLC and to Add Punitive 10Damages filed on 9/11/2018. 11 IT IS FURTHER STIPULATED that Defendants shall have ten (10) days after service of 12 Plaintiff's Second Amended Complaint to file a responsive pleading to the Second Amended 13 Complaint. 14 IT IS FURTHER STIPULATED that the hearing on Plaintiff's Motion for Leave to 15 Amend the First Amended Complaint to Add Defendants Tahican, LLC and to Add Punitive 16 17 Damages set for October 16, 2018 shall be taken off calendar. 18 **Respectfully Submitted:** 19 DATED this <u>2</u> day of October, 2018 DATED this day of October, 2018 20 LAW OFFICES OF P. STERLING KERR JENNINGS & FULTON, LTD. 21 22 By: CC P. STERLING KERR, ESQ. JARED B. JENNINGS, ESO. 23 GEORGE E. ROBINSON, ESQ. ADAM R. FULTON, ESO. 2450 St. Rose Parkway, Suite 120 24 2580 Sorrel Street Henderson, Nevada 89074 Las Vegas, NV 89146 25 Attorneys Defendants Attorneys for Plaintiff 26 27 28 2 of 3

<u>ORDER</u> The Court, having reviewed the stipulation of the parties, and good cause appearing, IT IS SO ORDERED. DATED this / O' day of October, 2018. -DIST **RÍCT COURT JUDGE** mk Submitted by: LAW OFFICES OF P/STERLING KERR P. STERLING KERR, ESQ. Nevada Bar No. 3978 GEORGE E. ROBINSON, ESQ. Nevada Bar No. 9667 2450 St. Rose Pkwy., Ste 120 Henderson, NV 89074 Attorneys for Plaintiffs 3 of 3

EXHIBIT "12"

EXHIBIT "12"

DISTRICT COURT CLARK COUNTY, NEVADA

Other Contract		COURT MINUTES		October 30, 2018
A-16-734832-C	Max Joly, Plaintiff vs. Jean Rigollet, Def	· · /		
October 30, 2018	09:00 AM AI	Il Pending Motions		
HEARD BY:	Delaney, Kathleen E.	COURTROOM:	RJC Courtroom 03F	
COURT CLERK:	Boyle, Shelley			
RECORDER:				
REPORTER:	Howard, Sharon			
PARTIES PRESE	ENT:			
Adam R. Fulton		Attorney for Count	ter Defendant, Plaintiff	
George E. Robin	son	Attorney for Count	ter Claimant, Defendant	
		JOURNAL ENTRIES	3	
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Extensive argument regarding the role of Tahican, LLC, if they have been named as a party in the matter, the filing date of the Second Amended Complaint, and if the claims relate to the real property.

Regarding the filing of the Second Amended Compliant, COURT ADVISED, at the time the Motion to Amend was heard it was understood that there was a Second Amended Compliant that was being asked to be approved by the Court and the Court did approve it. The ensuing deadlines should flow from the time the Motion to Amend is granted. COURT WILL consider the Second Amended Complaint as FILED and part of the case, and as those parties listed in. A response will need to be filed at some point.

Additional argument by counsel regarding the merits of the Motion. Mr. Fulton argued after the Compliant was filed the property was transferred from Bydoo LLC to Tahican LLC for zero value. Mr. Robinson argued there was no Deed of Trust on the property owned by Bydoo LLC, there was not personal guarantee signed by Mr. Rigollet; there were no personal agreements. COURT STATED it agrees with Pltf., the Nevada Supreme Court would find the Lis Pendens is appropriate. COURT STATED FINDINGS. COURT ORDERED, Motion DENIED, the Lis Pendens will REMAIN on the property. Mr. Fulton is to prepare the Order with the findings of fact and conclusions of law. COURT NOTED, the Department 30 Settlement Program is available to the parties.

EXHIBIT "13"

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1 2 3 4 5 6 7	P. STERLING KERR, ESQ. Nevada Bar No. 3978 GEORGE E. ROBINSON, ESQ. Nevada Bar No. 9667 LAW OFFICES OF P. STERLING KERR 2450 St. Rose Parkway, Suite 120 Henderson, Nevada 89074 Telephone No. (702) 451-2055 Facsimile No. (702) 451-2077 sterling@sterlingkerrlaw.com george@sterlingkerrlaw.com	Electronically Filed 11/27/2018 2:42 PM Steven D. Grierson CLERK OF THE COURT
8	EIGHTH JUDICIAL	DISTRICT COURT
9	CLARK COUN	TY, NEVADA
10	MAX JOLY, an individual	Case No.: A-16-734832-C
11	Plaintiff,	Dept. No.: XXV
12	VS.	
13	JEAN FRANCOIS RIGOLLET, an individual;	<u>ORDER</u>
14 15	LE MACARON LLC, a Nevada Limited Liability Company; BYDOO LLC, a Nevada Limited Liability Company; DOES 1-10; and	
16	ROE CORPORATIONS 1-10,	
17	Defendants.	
18		
19	JEAN FRANCOIS RIGOLLET, an individual;	
20	LE MACARON LLC, a Nevada Limited Liability Company; BYDOO LLC, a Nevada	
21	Limited Liability Company; DOES 1-10; and ROE CORPORATIONS 1-10	
22	Counterclaimant,	
23	VS.	
24	MAX JOLY, an individual,	
25	Counter-defendant	
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1	Oc On M	TOBER (Ref) Any 30, 2018, the Court held a scheduled hearing wherein GEORGE E. ROBINSON,
2	appeared on	behalf of Defendants/Counter Claimants; ADAM R. FULTON, ESQ., appeared on
3	behalf of Pl	laintiff/Counter Defendant. At said hearing, the Court heard Defendant's/Counter
4	Claimants N	Iotion to Expunge Notice of Lis Pendens.
5	The	Court having reviewed the pleadings and papers on file herein, including the briefing
6 7	for the abov	re motion and having heard and considered the oral argument of counsel, and good
8	cause appear	ring, the Court makes the following findings of fact and conclusions of law:
9		FINDINGS OF FACT
10	1.	BYDOO LLC owned a property located at 2003 Smoketree Village Circle (the
11	"Property").	
12	2.	The initial Complaint was filed by Plaintiff against BYDOO LLC et al. in this
13 14	action on Ap	oril 11, 2016.
15	3.	The property was transferred from BYDOO LLC to TAHICAN LLC after the
16	initial Comp	laint was filed.
17	4.	A lis pendens was recorded by Plaintiff on the Property on April 5, 2017.
18	5.	A Motion to Expunge the Lis Pendens was filed by the Defendants on August 10,
19	2018.	
20 21	6.	Plaintiff improperly filed a Second Amended Complaint naming TAHICAN LLC
21	as a party an	d making claims for fraudulent transfer of the Property.
23	7.	Plaintiff filed a Motion for Leave to file the Second Amended Complaint on
24	September 1	1, 2018.
25	8.	A stipulation and order was filed on October 17, 2018 allowing the filing of the
26	Second Ame	ended Complaint.
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1	CONCLUSIONS OF LAW
2	NRS 14.010 states in which types of actions a Lis Pendens may be recorded against a
3	property:
4	1. In an action for the foreclosure of a mortgage upon real property, or affecting the
5	title or possession of real property, the plaintiff, at the time of filing the complaint, and the defendant, at the time of filing his or her answer, if affirmative relief is claimed in the
6	answer, shall record with the recorder of the county in which the property, or some part
7	thereof, is situated, a notice of the pendency of the action, containing the names of the parties, the object of the action and a description of the property in that county affected
8	thereby, and the defendant shall also in the notice state the nature and extent of the relief claimed in the answer.
9	Although case law does not exist in the State of Nevada regarding this issue, when claims
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11	are made for fraudulent transfer under the Uniform Fraudulent Transfer Act, other jurisdictions
12	have established that a lis pendens is proper. See Sports Shinko Co. v. Qk Hotel 457 F. Supp. 2d
13	1121, 1124 (D. Hawaii 2006); Farris v. Advanced Capital Corp., 170 P.3d 250, 252 (Ariz. 2007);
14	Kirkby v. Sup. Ct. 93 P.3d 395, 402 (Cal. 2004).
15	The claims for fraudulent transfer between BYDOO LLC and TAHICAN LLC establish
16	a valid legal basis for the Lis Pendens pursuant to NRS Chapter 14.010 under Nevada law.
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ORDER The Court, having made the above findings of fact and conclusions of law, hereby orders as follows: IT IS FURTHER ORDERED that Defendant/Counter Claimant's Motion to Expunge Lis Pendens is denied. DATED this 2 day of Norwell, 2018. DÍSTRICT COURT JUDGE Submitted by: LAW OFFICES OF P. STERLING KERR GEORGE E. ROBINSON, ESQ. Nevada Bar No. 9667 2450 St. Rose Parkway, Suite 120 Henderson, Nevada 89074 george@sterlingkerrlaw.com Attorneys for Defendant's/Counter Claimant 4 of 4